



Housing  
Authority  
of Bexar  
County

Housing Choice Voucher  
Section 8  
Administrative Plan



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# **Housing Choice Voucher Program Section 8 Administrative Plan**



**EQUAL HOUSING  
OPPORTUNITY**

<b>HABC Board Approval:</b>	<b>Effective Date:</b>
March 18, 2025	July 1, 2025

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## **CHAPTER 1**

### **STATEMENT OF POLICIES AND OBJECTIVES**

#### **Introduction**

The Section 8 Housing Choice Voucher program was enacted as part of the Housing and Community Development Act of 1974, which rectified the U.S. Housing Act of 1937. The Act and its requirements, as they apply to the Section 8 Housing Choice Voucher (HCV) program, is described in, and implemented throughout this Administrative Plan. The Section 8 Housing Choice Voucher Program is federally funded and administered for the County of Bexar by the Housing Authority of Bexar County (HABC). The Administrative Plan is a supporting document to the Public Housing Agency (PHA) 5-Year/Annual Plan, in accordance with of 24 CFR §982.54(b).

Administration of the Housing Choice Voucher program and the functions and responsibilities of HABC staff shall be in compliance with the PHA's Personnel Policy and the U.S. Department of Housing and Urban Development's (HUD) Housing Choice Voucher program regulations, as well as all federal, state and local Fair Housing Laws and Regulations.

#### **Jurisdiction**

The jurisdiction of the Housing Authority of Bexar County (HABC) is the County of Bexar excluding the parts of Bexar county that are in the territorial jurisdiction of a municipality unless allowed under a cooperative agreement between HABC and the related municipality.

#### **A. MISSION STATEMENT**

**"To provide affordable housing that is in decent and safe condition, to be stewards of Public Funds and Trust, and to serve all customers with respect and compassion. To guide our participants to become economically self-sufficient and improving the livelihood of citizens who are in need within the City of San Antonio and the County of Bexar."**

Our objective is to expand affordable housing under the auspices of the Housing Authority of Bexar County, to create housing for the elderly and multi-family housing by utilizing public and private funds through partnerships with other entities, to institute homeownership and assist families in locating housing counseling and down payment assistance through other available resources.

## **B. DIVERSITY STATEMENT**

The Housing Authority of Bexar County is obligated to the promotion of an inclusive environment that grows on the diversity of our workforce while supporting the execution of our goals and Mission Statement.

Our board members, employees and business partners acknowledge the importance of inclusive collaboration regardless of race, color, religion, national origin, sex, sexual orientation, familial status, disability, or age.

We seek to enhance our organization through leadership, policies, procedures, and practices with diversity at the forefront of our progress.

## **C. LOCAL GOALS AND OBJECTIVES**

The following goals and objectives are incorporated into this Plan and HABC's Public Housing Agency (PHA) Plan. The goals and objectives have been identified to enable HABC to serve the needs of low-income and very low-income, and extremely low-income families.

### **1. Expand the supply of assisted housing.**

- a. Apply for additional funding when available.
- b. Increase the Voucher Payment Standards as needed; and
- c. Leverage public and private funds to create additional housing opportunities, with a focus on Special Populations.

### **2. Ensure equal opportunity and affirmatively further fair housing.**

- a. Promote fair housing and the opportunity for income-eligible households of all backgrounds to experience the freedom of housing choice.
- b. Provide fair housing information and brochures to the public.
- c. Collaborate with the Bexar County Department of Community Resources in promoting fair housing and expanding housing opportunities; and
- d. Conduct owner/agent outreach efforts throughout Bexar County.

### **3. Promote self-sufficiency and asset development of assisted households.**

- a. Increase the number and percentage of employed persons in assisted families.
- b. Provide or attract supportive services to improve assistance recipients' employability; and
- c. Work to ensure that FSS families use existing local resources to promote self-sufficiency.

**4. Increase emergency housing and supportive services for households in crisis.**

- a. Administer grants for emergency housing and supportive services.
- b. Expand HABC's collaboration with area social service agencies; and
- c. Work with community partners to increase awareness of programs.

**D. PURPOSE OF THE PLAN**

HABC's Administrative Plan establishes policies for carrying out the HCV program in a manner consistent with HUD requirements and local goals and objectives contained in the Public Housing Agency Plan.

The plan for the HCV program is designed to achieve four major objectives for HABC's HCV program participants:

1. To provide improved living conditions for very low-income families who reside within the City of San Antonio and the County of Bexar, while maintaining their rent payments at an affordable level.
2. To promote freedom of housing choice and spatial de-concentration of lower income and minority families.
3. To provide decent, safe, and sanitary housing.
4. To provide an incentive to private property owners to rent to lower income families by offering timely assistance payments.

HABC is responsible for complying with all changes in HUD regulations. If such changes conflict with this Plan, HUD regulations will have precedence.

**E. USE OF ADMINISTRATIVE FEES AND RESERVES**

**1. Administrative Fees**

The HCV program regulations at 24 CFR 982.152 provide that PHA administrative fees may only be used to cover (1) costs incurred by a PHA in carrying out administrative responsibilities directly related to the HCV program and (2) other eligible expenses related to assisting HCV and Mainstream Voucher families to lease units. These other eligible expenses can include:

- **Owner incentive and/or retention payments**
- **Security deposit assistance.**
- **Utility deposit assistance/utility arrears**
- **Application fees/non-refundable**
- **Renter's insurance if required by the lease.**

## **2. Administrative Fee Reserves**

Administrative fee reserves shall only be used for activities related to the HCV Program, including related development activities. Examples of related development activities can include modifications to HCV units to provide accessibility features or project-based voucher development costs. Administrative fee reserves may also be used for assistance to families to lease units as described under item 1 above.

Expenditures from the Administrative Reserve (Operating Reserve) for development activities shall not be initiated without the prior approval of the Housing Authority of Bexar County's Board of Commissioners.

## **F. RULES AND REGULATIONS**

This Plan is set forth to define HABC's local policies for operation of the HCV program in the context of federal laws and regulations. All issues related to the HCV program not addressed in this document are governed by such federal regulations, HUD Memos, Notices and guidelines, or other applicable law.

## **G. MANAGEMENT ASSESSMENT OBJECTIVES**

HABC operates its HCV program with efficiency and can demonstrate to HUD auditors that HABC is using its resources in a manner that reflects its commitment to quality and service. HABC policies and practices are consistent with the areas of measurement for the following HUD SEMAP indicators.

Selection from the Waiting List

1. Rent Reasonableness
2. Determination of Adjusted Income
3. Utility Allowance Schedule
4. HQS Quality Control Inspections
5. HQS Enforcement
6. Expanding Housing Opportunities
7. Payment Standards
8. Annual Re-examinations
9. Correct Tenant Rent Calculations
10. Pre-contract HQS Inspections
11. Annual HQS Inspections
12. Lease-up
13. Family Self-Sufficiency Enrollment and Escrow Account Balances
14. Deconcentrating (Bonus)

## **H. RECORDS RETENTION AND MONITORING PHA PERFORMANCE (\$982.158 AND 578.103 (c)(1).)**

In order to demonstrate compliance with HUD and other pertinent regulations, HABC will maintain client records for a period of 3 years to include reports and other documentation in accordance with HUD requirements and in a manner that will allow an auditor and housing professionals, to monitor and/or assess HABC's operational procedures. HABC will retain all records pertaining to the Continuum of Care Grants for a period of five (5) years after the expenditure of all funds from the grant under which the program participant was served, in accordance with 24 CFR part 578.103 (c)(1).

In accordance with SEMAP guidelines, the Executive Management serves in a supervisory capacity and is responsible for staff audits and reviews.

## **I. PRIVACY RIGHTS OF RESIDENTS**

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

Staff will not discuss family information contained in files unless there is a business reason to do so.

All adults in an applicant/participant household are required to sign HUD form 9886 Authorization for the Release of Information/Privacy Act Notice. This document includes the Federal Privacy Act Notice and describes the conditions under which HUD and/or HABC will release family information.

## **J. RELEASE OF INFORMATION**

HABC's policy regarding release of information is:

1. To release pertinent information only in accordance with a signed authorization.
2. To release information on amounts owed to any PHA.
3. To furnish prospective Owners with the following information, as shown in HABC's records:
  - (a) the Family's current and prior address; and
  - (b) the name and address of the Owner at the Family's current and prior address.

4. To release information only by the authorization of the Executive Director and written consent of the affected party or by court subpoena.
5. Approved Public information requests.
6. Information which would lead one to determine the nature and/or severity of a person's disability will be kept in a separate folder and marked "confidential", returned to the family member after its use or disposed of by shredding. The personal information in this folder must not be released, except on an "as needed" basis in cases where a request for reasonable accommodation is under consideration.



## **CHAPTER 2**

### **FAIR HOUSING and EQUAL OPPORTUNITY**

#### **A. FAIR HOUSING POLICY**

It is the policy of the Housing Authority of Bexar County to comply with all federal, state and local laws, rules and regulations governing Fair Housing and Equal Opportunity in housing and employment.

HABC shall not deny any family or individual the equal opportunity to apply for or receive assistance under the HCV program based on race, color, religion, sex, national origin, familial status, disability, or sexual orientation.

To further its commitment to fully comply with applicable Civil Rights laws, HABC will provide information to Voucher holders regarding unlawful discrimination and assistance available to families who believe they are victims of a discriminatory act. Such information will be made available during the HCV program briefing session, and applicable Fair Housing Information and Discrimination Complaint Forms will be included in the Voucher briefing packet. The forms will also be available upon request at the front desk.

All HABC staff will attend fair housing training and be informed of the importance of affirmatively furthering fair housing and providing equal housing opportunities, to include providing reasonable accommodations to persons with disabilities. Fair Housing posters are posted throughout HABC offices, including interview areas. The Equal Opportunity logo will be used on all outreach material. Staff will attend local fair housing update training sponsored by HUD and/or other local organizations.

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

The Housing Authority of Bexar County's offices are accessible to persons with disabilities. Accessibility for the hearing impaired is available through the TTY telephone service at (210) 226-2766.

Nondiscrimination and Affirmatively Furthering Fair Housing

The PHA affirmatively furthers Fair Housing in the administration of the program by complying fully with all Federal, State, and local nondiscrimination laws and administers programs in accordance with the rules and regulations governing Fair Housing and Equal Opportunity in housing and marketing the program to members of protected classes who are "least likely to apply".

The PHA shall not discriminate against any applicant, participant, or landlord because of race, color, national or ethnic origin or ancestry, religion, sex, age, disability, source of income, marital status, or presence of children in a household (protected classes), sexual preference or gender identity; nor will any criteria be applied, or information be considered pertaining to attributes or behavior that may be imputed by some to a particular group or category. The PHA shall not deny any family the opportunity to apply for housing (when the waiting list is open) or deny any eligible applicant the opportunity to lease a housing unit that meets family needs and program requirements.

**B. APPLICABLE FEDERAL LAWS AND REGULATIONS**

Federal laws require PHAs to treat all applicants and participants equally, providing the same quality of service, regardless of family characteristics and background. The PHA will comply fully with all federal, state, and local nondiscrimination laws, and with rules and regulations governing fair housing and equal opportunity in housing and employment, including:

1. Title VI of the Civil Rights Act of 1964
2. Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988)
3. Executive Order 11063
4. Section 504 of the Rehabilitation Act of 1973
5. The Age Discrimination Act of 1975
6. Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern)
7. Violence Against Women Act of 2005 and 2013 Reauthorization, as amended (VAWA)
8. "Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity" (regulations published 2/3/12--24 CFR §5.105(a)(2))

When more than one civil rights law applies to a situation, the laws will be read and applied together.

HABC will honor and comply with any applicable state laws or local ordinances and any legislation protecting individual rights of tenants, applicants, or staff that may subsequently be enacted.

**C. EQUITABLE TREATMENT**

HABC will not use membership in any protected class to:

1. Deny to any family the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to participate in the housing choice voucher program.
2. Provide housing that is different from that provided to others except when needed to provide person with disabilities special services to achieve equal access to programs.
3. Subject anyone to segregation or disparate treatment.
4. Restrict anyone's access to any benefit enjoyed by others in connection with the housing program.
5. Treat a person differently in determining eligibility or other requirements for admission.
6. Steer an applicant or participant toward or away from a particular area based on any of these factors.
7. Deny anyone access to the same level of services.
8. Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program.
9. Discriminate in the provision of residential real estate transactions.
10. Discriminate against someone because they are related to or associated with a member of a protected class.
11. Publish or cause to be published an advertisement or notice indicating the availability of housing that prefers or excludes persons who are members of a protected class.

**D. PROVIDING INFORMATION TO FAMILIES AND LANDLORDS**

1. HABC will ensure that families and landlords are fully aware of all applicable civil rights laws. As part of the briefing process, the PHA will provide information to applicant families about civil rights requirements and the opportunity to rent in a broad range of neighborhoods. 24 CFR § 982.301.

2. The Housing Assistance Payment (HAP) contract informs landlords of the requirement not to discriminate against any person because of race, color, religion, sex, national origin, age, familial status, disability, or actual or perceived sexual orientation or gender identity in connection with the contract.

**E. DISCRIMINATION COMPLAINTS**

1. If an applicant or participant believes that any family member has experienced discrimination, the Family should advise HABC.
2. HUD requires HABC to make every reasonable attempt to determine whether the applicant's or participant's assertions have merit and take any warranted corrective action.
3. In addition, HABC will provide information to applicants and participants regarding housing discrimination complaints in the Family briefing session and program packets.
4. All applicable Fair Housing Information and Discrimination Complaint Forms (HUD Form 903) will be made available to applicants and participants.

**F. REASONABLE ACCOMODATIONS POLICY (24 CFR, Part 8, §8.33)**

It is the policy of HABC to be service directed in the administration of housing programs, and to exercise and demonstrate a high level of professionalism in providing housing assistance to families.

A person with a disability must first request a change to a policy or practice as an accommodation for his or her disability before HABC will treat a person differently than anyone else. HABC policies and practices will be designed to provide assurances that persons with disabilities will be given reasonable accommodation(s), if approved, so that they may fully access and utilize the housing program and related services.

The availability of requesting an accommodation will be made known by including notices on HABC forms and letters.

To be eligible to request a reasonable accommodation, the applicant/ participant must first certify (if apparent) or verify (if not apparent) that they are a person with a disability.

- 1. Definition of Reasonable Accommodation** - A person with a disability may require special accommodation(s) in order to have equal access to the HCV program. The types of reasonable accommodations HABC can provide include changes, exceptions, or adjustments to a rule, policy, practice, or service.
- 2. Types of Reasonable Accommodation** - When needed, HABC will modify normal procedures to accommodate the needs of a person with disabilities. Some examples include, but are not limited to:
  - Permitting applications and reexamination to be completed by mail
  - Conducting home visits
  - Using a higher payment standard, per HUD instructions, if HABC determines this is necessary to enable a person with disabilities to obtain a suitable housing unit.
  - Providing time extensions for locating a unit when necessary due to a lack of available accessible housing units or special challenges of the family in seeking a housing unit.

Once the person's status as a qualified person with a disability is confirmed, HABC will follow its Reasonable Accommodations procedures to ensure the change is required for equal access to the housing program.

If HABC finds that the requested accommodation creates an undue administrative or financial burden, HABC will either deny the request and/or present alternative accommodation that may still meet the person's need.

An undue administrative burden is one that requires a fundamental alteration of the essential functions of HABC, for example, waiving a family obligation.

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

Once a response is received from a Licensed Medical Professional, HABC will provide a written decision to the person requesting the accommodation within fifteen (15) business days.

If a person is denied the accommodation or feels that the alternative suggestions are inadequate, they may request an informal hearing in writing within ten (10) business days from the date of the written response.

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

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

HABC will encourage families to make its request in writing using a reasonable accommodation request form. However, HABC will begin the Reasonable Accommodation process any time a family indicates that accommodation is needed, whether or not a formal written request is submitted.

**3. Verification of Disability** - If a family indicates that accommodation is required for a disability that is not obvious or otherwise known, HABC will verify that the person meets the definition of a person with a disability.

- Verification of disability must be receipt of SSI or SSA disability payments under Section 223 of the Social Security Act or 102(7) of the Developmental Disabilities Assistance and Bill of Rights (42 U.S.C. 6001(7)); or
- Appropriate documentation provided by diagnosticians such as a physician, psychiatrist, psychologist, therapist, or licensed social worker.

HABC will re-verifying the need for reasonable accommodations under the below circumstances:

- At the time the family move to another unit;
- If a disabled person leaves the household;
- If the disability status of a member change, or the family member loses their disability benefit because they return to work;
- If at inspection no medical equipment is observed in the additional room granted for those use;
- If the live-in aide person or the health care provided leaves the unit or is not needed.

**G. LIMITED ENGLISH PROFICIENCY (LEP)**

HABC will take affirmative steps to communicate with persons who need information in a language other than English. These persons will be referred to as persons with Limited English Proficiency (LEP).

For persons with Limited English Proficiency (LEP), language can be a barrier to accessing important benefits or services, understanding and exercising important rights, complying with applicable responsibilities, or understanding other information provided by the HCV program.

In certain circumstances, failure to ensure that LEP persons can effectively participate in or benefit from federally assisted programs and activities may violate the prohibition under Title VI against discrimination based on national origin.

All forms, written materials and recorded voicemail messages used to communicate with applicants and participants shall be available in any language spoken by five percent of the eligible population of the community. This includes documents related to intake, marketing, outreach, certification, reexamination and inspections.

Applicants and participants with low English comprehension may furnish an interpreter to assist in communication with HABC. When an applicant or participant needs interpretation services and a staff member of HABC speaks the language needed, the staff member will provide translation services.

In a courtroom, a hearing, or situations in which health, safety, or access to important benefits and services are at stake, HABC will generally offer, or ensure that the Family is offered through other sources, competent services free of charge to the LEP person.

HABC will provide written translations of other vital documents for each eligible LEP language group that constitutes five (5) percent of the population of persons eligible to be served. Translation of other documents, if needed, can be provided orally.

If there are fewer than 50 persons in a language group that reaches the five (5) percent trigger, HABC will not translate vital written materials, but will provide written notice in the primary language of the LEP language group of the right to receive competent oral interpretation of those written materials, free of cost.



## **CHAPTER 3**

### **EXPANDING HOUSING OPPORTUNITIES**

#### **A. OWNER OUTREACH**

In order to encourage program participation by owners of units located outside areas of poverty or minority concentration, HABC will:

Periodically evaluate the demographic distribution of assisted families to identify areas where owner outreach should be targeted.

1. Contact owners and/or owner representatives who have rental units located outside areas of low income or minority concentration for discussions and invitations to any meetings encouraging Owner participation.
2. Request the HUD Field Office to furnish a list of HUD held properties available for rent.
3. Explain the program, equal opportunity requirements and non-discrimination requirements to owners.
4. Refer owners to list their properties with gosection8.com, apartment locators or other sources.
5. As an effort to expand housing choice, HABC may offer to conduct Housing Quality Standards inspections on potential new rental units to the program without a Request for Tenancy Approval submitted.
6. During its market survey, HABC reviews rental listings. Housing staff will contact owners to obtain market information and to provide details about the HCV program.
7. Promise of Follow-up. HABC will promote the fact that program participants have family obligations and housing staff will follow-up with Families and Owners should an issue arise between them.

#### **B. IDENTIFYING AREAS OF HOUSING OPPORTUNITIES**

To ensure that areas of housing opportunities are identified, HABC will:

1. Identify areas with housing opportunities outside areas of poverty or minority concentration.
2. Conduct outreach to Owners: send correspondence and newsletters.
3. Conduct outreach to Families: provide informative articles about the benefits of living in areas outside of poverty or minority concentration and maps.
4. Survey Families that have moved in the last two complete fiscal years; and
5. Perform other duties to ensure that the information is utilized.

### **C. FAMILY OUTREACH**

HABC will publicize and disseminate information to make known the availability of housing assistance and related services. When the waiting list is open, HABC will publicize the availability and nature of housing assistance for very low-income families in a newspaper of general circulation, minority media, and by other suitable means. Notices will also be provided in Spanish.

To reach people who cannot read the newspapers, HABC will distribute fact sheets to the broadcasting media, and initiate personal contacts with members of the news media and community service personnel. HABC will also utilize public service announcements when possible.

HABC will communicate the status of housing availability to other service providers in the community and advise them of housing eligibility factors in order that proper referrals for housing assistance can be made.

HABC partners with various agencies that provide counseling for assistance with prospective moves and services available in the areas in which the family is interested.

### **D. INFORMATION TO VOUCHER HOLDERS**

To ensure that voucher holders and program participants receive high-quality information about housing opportunities, HABC will encourage and support voucher holders in their housing search by:

1. Providing maps that show various areas with housing opportunities.
2. Analyzing rental voucher holders to see if they have experienced difficulties in locating housing outside areas of poverty or minority concentration. If such difficulties are discovered, HABC will conduct an analysis of the payment standards, taking action to request an exception, if determined necessary.
3. Providing detailed information on Portability, to include how it works and a list of the contact persons for neighboring Housing Authorities.
4. Providing details of the possible advantages of areas that do not have a high-poverty concentration, for example:
  - a. Increased safety in lower-crime neighborhoods;
  - b. Relocation from drug-trafficking areas;
  - c. Improved schools for children;
  - d. Proximity to jobs or job opportunities; and
  - e. Better-quality housing;

## **CHAPTER 4**

### **WAITING LIST MANAGEMENT**

It is HABC's objective to ensure that families are placed in proper order on the waiting list and selected for admission in accordance with the policies in this Administrative Plan.

#### **A. WAITING LIST**

Except for Special Admissions, HABC will use a single waiting list for its HCV program. Applicants will be selected from HABC's waiting list in accordance with policies, preferences and income targeting requirements.

For efficiency, HABC will utilize an electronic waiting list software program. The order in which families receive assistance from the waiting list depends on the selection method chosen by HABC and is impacted in part by any selection preferences for which the family qualifies. The source of HCV funding may also affect the order in which families are selected from the waiting list.

In accordance with 24 CFR 982.204(b) and 982.207(e), HABC maintains a clear record of all information required to verify that the family is selected from the waiting list in accordance with HABC's policy.

#### **B. OPENING/CLOSING THE WAITING LIST**

##### **1. Opening the Waiting List**

HABC will affirmatively further fair housing opportunities when opening the HCV waiting list. HABC will advertise in a local newspaper of general circulation, along with other sources, e.g. broadcasting media, notices to social service agencies or by other suitable means. HABC will announce the reopening of the waiting list at least 10 business days prior to the date applications will first be accepted.

##### **2. Outreach Plan**

All outreach, advertising and public notices will include efforts to ensure that the information will reach those populations that are considered "least likely to apply" for assistance.

All advertising and outreach literature will include the following:

- a. Time and place to apply, including the end of the application period;
- b. How applications will be taken;
- c. Accommodations for those not able to apply according to "b" above;
- d. Clearly state the application period;
- e. Any limitations on who may apply and the availability of slots (e.g. for special funding/targeted funding);
- f. The Equal Housing Opportunity logo, statement type or slogan and nondiscrimination in the advertising message; and
- g. TTY (text telephone)/TTD (Telecommunications Device for the Deaf) phone number(s).

### **C. SPECIAL ADMISSIONS**

As funding opportunities become available, HABC will apply for special housing programs, as specified in the Five-year/Annual PHA Plan.

1. If HABC is awarded program funding that is targeted for specifically designated families, qualified families will be admitted under a Special Admission Process.
2. Special Admission families will be admitted outside of the regular waiting list process.
3. Families are not required to qualify for a preference.
4. HABC will maintain separate records of their admissions.

Program funding that may be designated by HUD under special admissions:

- A family displaced because of demolition or disposition of a Public or Indian Housing project;
- A family residing in a multifamily rental housing project when HUD sells, forecloses or demolishes the project;
- For housing covered by the Low-Income Housing Preservation and Resident Homeownership Act of 1990;
- A family residing in a project covered by a project-based Section 8 HAP contract at or near the end of the HAP contract term; and
- A non-purchasing family residing in a HOPE 1 or HOPE 2 project.

**D. INCOME TARGETING**

HUD requires that extremely low-income (ELI) families make up at least 75 percent of the families admitted to the HCV program during the PHA's fiscal year. ELI families are those with annual incomes at or below the federal poverty level or 30 percent of the area median income, whichever number is higher.

HABC will monitor progress in meeting the income targeting requirement throughout the fiscal year. Families who do not meet the extremely low income that were selected under income targeting, will be returned to the waiting list for a second appointment opportunity.

**E. TARGETED FUNDING**

HUD may award HABC funding for a specified category of families on the waiting list. HABC will use this funding only to assist the families within the specified category. Eligible Families who are placed on the waiting list and meet the criteria for Targeted Funding, e.g., the Continuum of Care, the Family Unification Program, etc. will be pulled from the waiting list.

**F. CROSS-LISTING OF HOUSING PROGRAMS**

HABC will not merge its waiting list. However, all applicants will be advised of the various programs administered by HABC and offer to place the family on any or all open waiting lists as requested.

HABC will not take any action against the applicant, because an applicant has applied for, received, or refused other housing opportunities.

**G. LOCAL PREFERENCES [24 CFR 982.207] AND RANKING SYSTEM**

HABC is permitted to establish local preferences, and to give priority to serving families that meet those criteria. HABC will inform all applicants on the availability of local preferences and give applicants the opportunity to provide documentation to support qualifying for local preference(s).

HABC will update the Public Housing Agency Plan and Administrative Plan by public notice when changes are made to Local Preferences.

**Applicants are required to notify HABC in writing when there is a change in family circumstances that may affect the family's entitlement to a preference.**

HABC adopted the following local preferences and an applicant's preference(s) will be verified prior to selection but must be verified by time of selection from the waiting list. If a selected preference cannot be verified by HABC at the time the applicant is selected from the waiting list, the applicant will be returned to the waiting list in the order he or she would have been ranked had the preference not been selected.

## **1. Waiting List Preferences**

HABC's waiting list preferences are defined below and shall be assigned points as indicated. With the exception of the Residency preference, HABC will accept applications from preference applicants even when the waiting list may otherwise be closed. Applicants who qualify for a preference will not be required to complete the online registration but will be placed directly on the waiting list in order of total combined preference points.

**The qualification for preference must exist at the time the family claims on the application AND at the time of verification.**

**a. Residency Preference (100 points)**

Families must reside in, work in or be hired to work in Bexar County.

**b. Homeless Referrals (80 Points):**

Families certified by a designated social service agency as homeless **and referred** to HABC by the San Antonio Regional Alliance on Homelessness or affiliates such as Haven for Hope, San Antonio Metropolitan Ministries and the Center for Health Care Services.

**c. HABC Program Displacement (70 Points):**

Participants in the HABC project-based voucher program who require an emergency transfer through violence Against Women Reauthorization Act of 2013 (VAWA) procedures and provide necessary documentation.

**d. Elderly/Disabled Family Preference (50 points)**

An applicant qualifies for this preference if the head, co-head/spouse, or sole member is disable or age 62 or older.

Date and time of application will rank applicants with the same number of preference points.

The use of the preference will not have the effect of delaying or otherwise denying admission to the program based on the race, color, religion, national origin, sex, familial status, or disability.

## **2. Necessary Documentation:**

- a. For applicants claiming **Residency Preference**, a proof of address under the applicant's name is required. The below are acceptable forms:
  1. Residential Lease or Contract
  2. Driver License or State ID Card
  3. Utility bill
  4. Legal documentation for a Federal Agency or State Agency
  5. Employment Verification with hire date, applicant name and address in HABC jurisdiction.
- b. For applicants claiming **Homeless Referral**, a certification and/or referral letter from the Agency or Shelter is required.
- c. For applicants claiming **VAWA** (Victims' Against Women Act), a police report and/or Report from the Battered Women's Shelter is required.
- d. For applicants claiming **Elderly/Disable Preference**, a proof of age and/or proof of disability by the SSA or the health care provider is required.

## **H. ORDER OF SELECTION**

HABC will leave a clear audit trail to document that each applicant was selected in accordance with the method specified in this plan. Families will be placed on the waiting list by preference rating/points. A determination of eligibility for preferences, if any, will be made when the applicant is selected from the waiting list. Applicants with the same preference rating/points will be placed in order of date and time of application, followed by applicants ordered by date and time, with no preference claimed.

## **I. VERIFICATION OF LOCAL PREFERENCES**

An applicant's local preferences, if any, will be verified when the family is selected from the waiting list for determination of eligibility.

## **J. DENIAL OF LOCAL PREFERENCE(S)**

If a local preference is denied, HABC will mail a denial letter that will include the reason(s) for denial and inform the applicant of their right to request an Informal Review. The letter will also state that the request must be submitted in writing within ten (10) business days from the date of the denial letter.

If the preference denial is upheld as a result of the Informal Review, or the applicant does not request an Informal Review, the applicant will be returned to the waiting list without a local preference.



## **K. PURGING THE WAITING LIST**

HUD requires HABC to establish policies to use when removing applicant names from the waiting list.

1. The decision to remove an applicant that includes a person with disabilities from the waiting list is subject to reasonable accommodation.
2. If the applicant does not respond to HABC's request for information or updates because of the family member's disability, HABC will reinstate the applicant family to their former position on the waiting list. [24 CFR 982.204(c)(2).]

HABC will periodically purge the waiting list with a mailing to all applicants to determine their continued interest in the program. The notice is sent to the last mailing address listed on the application and/or the most recent update on record as contact information. Applicants who fail to respond to such inquiries will be withdrawn from the waiting list and given an opportunity to request an Informal Review.

- The family's response must be in the method indicated in the notice and must be received by HABC on or before the deadline stated in the notice unless a request for accommodation has been requested by the family prior to the deadline. If the family fails to respond by the deadline, the family will be removed from the waiting list.
- If a letter/notice is returned by the Post Office, the applicant will be removed from the waiting list.

If a family is removed from the waiting list for failure to respond, the Director or designee may reinstate the family if it is determined that the lack of response was due to HABC's error, circumstances beyond the family's control, or as a reasonable accommodation.

## **CHAPTER 5**

### **ADMISSION STANDARDS**

The policy of the Housing Authority of Bexar County (HABC) is to ensure that all families who express an interest in housing assistance are given an equal opportunity to apply and are treated in a fair and consistent manner.

#### **GENERAL POLICY**

The application process will be undertaken in two phases:

1. a preliminary application, referred to as a "Pre-application"; and
2. a formal application, referred to as a "Full Application".

#### **A. OVERVIEW OF THE APPLICATION AND SELECTION PROCESS**

1. Acceptance of Pre-Applications - When HABC opens the waiting list, pre-applications will be accepted, according to HABC policy.
2. HABC will take measures to verify preference status by written notification to all pre-applicants.

Pre-Applications will be placed on the waiting list by preference rating. Then, applicants with the same preference rating will be placed in date and time order followed by applicants with no preference claimed, in date and time order.

3. When Housing Choice Vouchers become available, a Full Application packet will be mailed to enough applicants at the top of the waiting list.
4. When a family has been selected from the waiting list, HABC will notify the family in writing [24 CFR 982.554(a)].
  - a. HABC will notify the family by first class mail when they are selected from the waiting list. The notice will inform the family of the following:
    - (1) Notification of the scheduled appointment or notification to contact HABC for an appointment to determine eligibility or instructions for rescheduling an appointment.
    - (2) Persons required to attend the interview

(3) Documents that must be provided to HABC to document the legal identity of household members including what constitutes acceptable documentation and other information/documentation that should be submitted.

- b. If the notification/letter is returned to HABC by the Post Office, the family will be removed from the waiting list.

## **B. PRE-APPLICATION PROCEDURES**

HABC will utilize a pre-application form. The purpose of the pre-application is to permit HABC to assess waiting list placement. Duplicate applications, including applications from a segment of an applicant household will not be accepted.

Pre-applications will not require an interview. With the exception of preference verification, other information on the application will not be verified until the applicant has been selected for final eligibility determination. Final eligibility will be determined when the full application process is completed, and all information is verified.

The qualification for preference must exist at the time the preference is claimed AND the time of verification.

## **C. APPLICANTS STATUS ON WAITING LIST**

Applicants are required to inform HABC in writing of changes in address. Applicants are also required to respond to requests from HABC to update information on their application and to determine their interest in assistance.

Written notification of placement on the waiting list will be mailed to the applicant by first class mail. While the family is on the waiting list, they are required to update any changes in contact information, including names, address, phone number and family size. Notification of changes must be completed in writing at the HABC Main Office location.

If the family is determined ineligible, based on the information provided in the pre-application, HABC will notify the family in writing, utilizing the most recent contact information, stating the reason(s) for denial and inform them of their right to an informal review.

**D. FULL APPLICATION**

All preferences claimed on the pre-application or while the family is on the waiting list will be verified.

When HABC is ready to select applicants from the waiting list, applicants will be required to complete a full application declaring all information provided is true and accurate.

HABC utilizes the full application interview to discuss the family's circumstances in detail, to clarify information provided by the family, and to ensure that the information is complete. The interview is also used to provide information to the family about the application and verification process, as well as to advise the family of other services or programs which may be available.

All adult members, 18 years of age or older, are required to attend the interview and sign the full application and other required forms. Exceptions may be made for members for whom attendance may be a hardship.

If the head of household cannot attend the interview, the spouse or co-head may attend to complete the application and certify for the family. The head of household, however, will be required to attend an interview within 10 business days from the initial appointment date, to review the information and by signature acknowledge that all of the information is complete and accurate.

If all adult household members fail to attend the interview or an applicant misses two pre-scheduled appointments, the application will be processed for removal from the waiting list. The applicant will be notified in writing and offered an opportunity to request an Informal Review. All adult members must sign the HUD Form 9886-A, Authorization for the Release of Information/Privacy Act Notice, declarations and consent forms related to citizenship/immigration status and all other documents required by HABC. Failure to do so is cause for application denial.

If HABC determines during the interview that additional documentation is required, HABC will give the applicant ten (10) business days to supply the information.

If the information is not supplied within the timeframe, the applicant will be notified in writing and offered an opportunity for an Informal Review.

**E. VERIFICATION**

Information provided by the applicant will be verified, such as, family composition, income, allowances and deductions, assets, full-time student status, childcare, eligibility and rent calculation factors. All verifications will not be more than 60 days old at the time of issuance of the Housing Choice Voucher. For verification procedures, see Chapter 7 of this Plan.

**F. FINAL DETERMINATION AND NOTIFICATION OF ELIGIBILITY**

Once the verification process has been completed, HABC will make a final determination of eligibility. This decision is based on the information provided by the family, the verification completed by HABC, and the current eligibility/selection criteria in effect. If the applicant is determined eligible, a program briefing will be scheduled for the issuance of the voucher and orientation to the housing program.

## **CHAPTER 6**

### **ELIGIBILITY**

Applicants must meet basic eligibility requirements to be eligible for the HCV program. For those determined ineligible for preference(s), the application will be returned to the waiting list. Applicants determined ineligible for the HCV program will be processed for removal from the waiting list and informed of their right to request an Informal Review.

#### **A. DEFINITIONS AND STATUS FOR ELEGIBILITY**

##### **Definitions**

**Family [24 CFR 5.403].** Family includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:

- 1) A single person, who may be an elderly person, disabled person, near-elderly person, or any other single person; or
- 2) A group of persons residing together, and such group includes, but is not limited to:
  - (a) A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family);
  - (b) An elderly family;
  - (c) A near-elderly family;
  - (d) A disabled family;
  - (e) A displaced family;
  - (f) The remaining member of a tenant family.

**Household.** Is a term used in the HCV Programs, that includes additional people who, with HABC's permission, live in an assisted unit, such as:

- 1) Live-in aides,
- 2) Foster children, and
- 3) Foster adults.

**Head of household (HOH).** HOH means the adult member of the family who is considered the head for purposes of determining income eligibility and rent.

**Family breaks up and separations [24 CFR §982.315].** If a court determines the disposition of property between members of the assisted family in a divorce or separation under a settlement or judicial decree, HABC is bound by the court's determination of which family members continue to receive assistance in the HCV program. Otherwise, HABC has discretion to determine which members of an assisted family continue to receive assistance in the HCV program if the family breaks up.

Barring a court determination, HABC will consider the following factors in making the decision on which new family unit should continue to receive HCV assistance:

- 1) If the family break-up results from an occurrence of domestic violence, dating violence, or stalking, HABC will ensure that the victim retains assistance
- 2) The family's agreement on which new family unit should receive the assistance
- 3) The interest of minor children or of ill, elderly or disabled family members

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

**Remaining family member [24 CFR 5.403]** To be considered the remaining member of the family, the person must be a current household member approved by HABC to be living in the assisted housing unit.

Household members such as live-in aides, foster children, and foster adults do not qualify as remaining members of a family.

In order for a minor child to receive assistance as a remaining family member:

- The minor child must be emancipated under state law, or
- A social service agency and/or Juvenile Court has arranged for another adult to be brought into the assisted housing unit to care for the child(ren) for an indefinite period.

A change in family size may require a change to the Voucher size. This will be implemented immediately for eligibility purpose, and at the next annual re-examination for assisted families.



## **B. ELIGIBILITY FACTORS**

An applicant household is eligible for admission if, at the time of the eligibility determination, they meet all of the following criteria:

- **Head of Household.** The head of household is at least 18 years of age or an emancipated minor under Texas state law.
- **Income Limits.** An applicant's annual income must not exceed HUD's established income limits for the Family size. In addition, if the applicant attends an institution of higher education, is under the age of 24, is not a veteran, is not married, and does not have a dependent child, the student's eligibility must be examined along with the income eligibility of the student's parents;
- **Documentation.** All required documentation and information must be provided to verify identity, household composition and income;
- **Citizenship/Eligible Immigration Status.** An applicant must meet HUD's requirements on citizenship or immigration status;
- **Criminal Background Check.** All family members must pass HABC's criminal background check. Consent forms obtained from applicants expire immediately following HABC's final decision to either approve or deny admission (PIH Notice 03-11).
- **Program Compliance.** All family members must comply with HCV program requirements, i.e. Family Obligations and HABC applicant/participant policies described in this Plan;
- **No Debts Owed to PHAs.** Applicants to the HCV program must be free of any debts to this PHA or any other PHA prior to participation in the HCV program.
- **No Family Obligation Violations within the Last Five (5) Years.** All family members must not have violated any family obligation during previous participation in the HCV Program for five (5) years prior to the final eligibility determination. HABC may make an exception, if the family member who violated the family obligation is not a member of the household on the current application.

## **C. TENANT SCREENING**

HABC will take into consideration any of the criteria for admission described in the "Denial or Termination of Assistance" chapter. However, HABC does not screen family behavior or suitability for tenancy. HABC will not be liable or responsible to the owner or other persons for the family's behavior or the family's conduct in tenancy.

The owner is responsible for screening and selection of the family to occupy the owner's unit. At or before HABC approval of rental assistance, the owner will be informed that screening and selection for tenancy is the responsibility of the owner.

The owner is responsible for screening families based on their tenancy histories, including such factors as:

- Rent paying habits
- Caring for the unit and premises
- Respecting the rights of other residents to the peaceful enjoyment of their housing and surrounding areas
- Drug-related and/or other criminal activity that is a threat to the health, safety or property of others; and
- Compliance with other essential conditions of tenancy

HABC will advise families how to file a complaint if they feel discriminated against by owner or housing personnel. HABC will advise the family to make a Fair Housing complaint. HABC may also report the owner to HUD (Fair Housing/Equal Opportunity) or the local Fair Housing Organization.

#### **D. INCOME LIMITS**

In accordance with the Quality Housing and Work Responsibility Act of 1998, HUD allows PHA's to admit families whose income does not exceed the low-income limit (80% of the area median income).

##### **To be eligible for assistance, an applicant must:**

- Have an annual income at the time of admission that does not exceed the very low-income limit (50% of the area median income), as established by HUD; or
- Meet one of the following, included in 24 CFR §982.201(b).

Low-Income families may be eligible for assistance, under the following categories:

- A low-income family that is continuously assisted under the 1937 Housing Act. An applicant is continuously assisted if the family has received assistance under the 1937 Housing Act Program within sixty (60) days of voucher issuance. Programs include any housing federally assisted under the 1937 Housing Act.
- A low-income family physically displaced by rental rehabilitation activity under 24 CFR Part 511.
- A low-income non-purchasing family residing in a HOPE 1 or HOPE 2 project.
- A low-income non-purchasing family residing in a project subject to a home-ownership program under 24 CFR §248.173.
- A low-income family or moderate-income family that is displaced as a result of the prepayment of a mortgage or voluntary termination of mortgage insurance contracts under 24 CFR §248.165.
- A low-income family that qualifies for Voucher assistance as a non-purchasing family residing in a project subject to a resident home ownership program.

To determine if the family is income-eligible, HABC compares the annual income of the family to the applicable income limit for the family size. Families whose annual income exceeds the income limit will be denied admission and offered an informal review.

#### **E. SOCIAL SECURITY NUMBERS**

HABC requires all applicants and program participants to disclose the Social Security numbers (SSN) of all family members aged six or older as a condition of admission and continued assistance. Persons who have not been assigned a SSN must execute a certification stating that no SSN has been assigned. If the family member cannot produce an original Social Security card issued by the Social Security Administration, HABC will accept one of the following as verification if the SSN is included:

- Earnings statements on payroll stubs.
- Benefit award letter from a government agency.
- Retirement benefits letter.
- Court records (real estate, tax notices, marriage and divorce, judgment, or bankruptcy records).

- For children under age six added to the family in the six-month period prior to the date of voucher issuance, documentation verifying the child's social security information need only be supplied within 90 days of the effective date of the HAP Contract. One additional 90-day extension may be added if the applicant's failure to meet the first timeline was outside his or her control.

If applicants cannot produce an original Social Security card, they must certify that the document provided is complete and accurate.

#### **F. CITIZENSHIP/ELIGIBLE IMMIGRATION STATUS**

In order to receive assistance, a family member must be a U.S. citizen or have eligible immigration status. HABC will follow Section 214 of the HCD Act of 1980, as implemented by the final rule, Restrictions on Assistance to Non-citizens, published in the Federal Register, FR 14816 et seq and HUD Guidebook 7465.7G.

Persons claiming eligible immigration status must present appropriate immigration documents, which will be verified by HABC through the United States Citizenship and Immigration Services Department (USCIS).

If one or more family members does not have citizenship or eligible immigration status, the family member(s) may exercise the election not to contend to have eligible immigration status.

Eligible immigrants are persons who are in one of the following immigrant categories:

- Immigrant status under sec. 101(a)(15) or 101(a)(20) of Immigration and Nationality Act (INA) 3
- Permanent residence under sec. 249 of INA 4
- Refugee asylum, or conditional entry status under sec. 207, 208 or 203 of INA 5
- Parole status under sec. 212(5) of INA 6
- Threat to life or freedom under sec. 243(h) of the INA 7
- Amnesty under 245A of the INA 8

The status of each member of the family is considered individually before the family's status is defined.

### **Mixed Families**

A family is eligible for assistance as long as at least one member is a citizen or has eligible immigration status. Families that include eligible and ineligible individuals are called "mixed". Such applicant families will be given notice that their assistance will be pro-rated and that they may request a hearing if they contest this determination.

### **All Members Ineligible**

Applicant families that include no eligible members are ineligible for assistance. Such families will be denied admission and offered an opportunity for an Informal Review.

### **Non-Citizen Students**

Defined by HUD in the non-citizen regulations are not eligible for assistance.

### **Appeals**

For this eligibility requirement, only the applicant is entitled to an informal review if they were determined ineligible for assistance.

## **G. CHANGES IN ELIGIBILITY PRIOR TO PARTICIPATION**

Changes that occur during the period between voucher issuance and the execution of the Housing Assistance Payments (HAP) contract may affect the family's eligibility or share of rental payment.

## **H. INELIGIBLE FAMILIES**

Families who are determined to be ineligible will be notified in writing of the reason(s) for denial and the Informal Review procedures will be followed, as described in Chapter 19 of this Plan.

## **I. PROHIBITED ADMISSIONS CRITERIA**

Admission to the HCV Program may not be based on the following:

- Where the family lives before admission to the program.
- Members of the family are unwed parents, recipients of public assistance, or children born out of wedlock.
- A family includes children.
- Whether a family decides to participate in a family self-sufficiency program.

Other reasons listed in the "Statement of Policies and Objectives" chapter under the Fair Housing and Reasonable Accommodations sections.

## CHAPTER 7

### VERIFICATION PROCEDURES

Applicants and program participants must always provide true and complete information to HABC. HABC obtains written authorization from the family before requesting information from independent sources. In addition to HUD regulations, Administrative Guidance located at Public and Indian Housing Notice 2010-19 (HA) will be followed for HABC's verification procedures.

#### A. VERIFICATION HIERARCHY

HABC will use the steps listed for verification levels. The Family's file will be documented when the next step/level of verification is used.

Steps	Verification Technique	Ranking
1	<b>HUD's Enterprise Income Verification (EIV) system</b>	<b>Highest</b> (Mandatory)
2	<b>Upfront Income Verification (UIV)</b> using non-HUD system	<b>Highest</b> (Optional) when EIV information not available
3	<b>Written Third Party Documentation</b>	<b>High</b> (Mandatory) - to supplement EIV-reported income sources; or -when EIV has no data; or -for non-EIV reported income, or -when family disputes the EIV report <b>and</b> is unable to provide acceptable documentation to support the dispute
4	<b>Written Third Party Verification to Income Source</b>	<b>Medium-Low</b> (Mandatory if Level 3 not available or rejected by the PHA)
5	<b>Oral Third-Party Verification</b>	<b>Low</b> (Mandatory if written third party verification is not available)
6	<b>Family Declaration</b>	<b>Low</b> (Use as a last resort when unable to obtain any type of third-party verification)

**Acceptable family-provided documentation:** Must be generated by a third-party source and dated within the last 60 days of the interview date. Examples of acceptable family-provided documentation include but are not limited to: pay stubs (two current and consecutive), payroll summary reports, employer notices of hire/termination, SSA benefit letters, bank statements, child support payment stubs, welfare benefit letters, and unemployment monetary benefit notices.

For applicants, verifications may not be more than 60 days old at the time of Voucher issuance. For participants, verifications may not be more than 60 days old from the date of receipt.

## **B. RELEASE OF INFORMATION**

HABC requires all adult family members to sign the HUD 9886 Authorization for the Release of Information/Privacy Act Notice form. In addition, adult family members are required to sign authorization forms not covered by the HUD form 9886, for example, a criminal history report.

## **C. VERIFICATION OF ASSETS**

HABC staff will obtain third-party verification of all family assets upon admitting a family to the HCV program and at least every 3 years thereafter.

As permitted by HUD: For the years when third-party verification is not required, HABC will accept the family's self-certification of asset value and anticipated income for families whose assets do not exceed \$50,000 in net value. However, additional verification may be required, if necessary, to document those assets do not exceed \$50,000 in net value 24 CFR **§982.516 and PIH Notice 16-05.**

## **D. VERIFYING NON-FINANCIAL FACTORS**

### **1. Verification of Legal Identity**

In accordance with the provisions of Section 214 of the Housing and Community Development Act of 1980, HABC requires applicants to furnish verification of legal identity for all family members as instructed under the "Restrictions on Assistance to Non-Citizens" 7465.7.

HABC will accept the following documents as verification of legal identity for adults. If a document is illegible or otherwise questionable, more than one document will be required.

- Certificate of Birth
- Naturalization papers
- Current, Valid Driver's license
- U.S. Military Discharge (DD214)
- U.S. Passport
- Department of Motor Vehicles Identification Card

Documents acceptable for the verification of legal identity for minors may be one or more of the following:

- Certificate of Birth
- Adoption Papers
- Custody Agreement
- Health and Human Services Identification
- School Records

## **2. Familial Relationships**

To establish familial relationships, HABC will always require the following verifications if applicable:

- Birth Certificates
- Baptismal Certificates
- Verification from social service agencies
- School records

## **3. Verification of Permanent Absence of Family Member**

If an adult member who was formerly a member of the household is reported permanently absent by the family, HABC will consider any of the following as verification:

- Husband or wife institutes divorce action or legal separation
- Order of protection/restraining order obtained by one family member against another
- Proof of another home address, such as utility bills, canceled checks for rent, driver's license, or lease or rental agreement, if available
- Statements from other agencies such as social services or a written statement from the owner or manager that the adult family member is no longer living at that location



- If the adult family member is incarcerated, a document from the Court or correctional facility should be obtained stating how long they will be incarcerated.

#### **4. Verification of Change in Family Composition**

HABC will verify changes in family composition (either reported or unreported) through:

- |                   |                               |
|-------------------|-------------------------------|
| - Letters         | - Neighbors                   |
| - Telephone calls | - Credit Data                 |
| - Utility records | - School records              |
| - Inspections     | - Department of Motor Vehicle |
| - Owners          | records                       |

#### **5. Verification of Disability**

- If a family indicates that accommodation is required for a disability, HABC must verify that the person meets the definition of a person with a disability, and that the limitations imposed by the disability require the requested accommodation.
- Verification of disability must be receipt of SSI or SSA disability payments under Section 223 of the Social Security Act or 102(7) of the Developmental Disabilities Assistance and Bill of Rights (42 U.S.C. 6001(7)).
- Appropriate documentation provided by diagnosticians such as a physician, psychiatrist, psychologist, therapist, rehab specialist, or licensed social worker.

#### **6. Verification of Citizenship/Eligible Immigration Status**

HABC must verify citizenship and/or eligible immigration status in accordance with the "**Quality Housing and Work Responsibility Act of 1998**". To be eligible for assistance, individuals must be U.S. citizens or eligible immigrants. Individuals, who are neither, may elect not to contend their status. Eligible immigrants must fall into one of the categories specified by the regulations and must have their status verified by Immigration and Naturalization Service (INS). Each family member must declare his or her status once. Assistance will not be delayed, denied, or terminated while verification of status is pending, except that assistance to applicants may be delayed while a HABC hearing is pending.

**E. AGE OF VERIFICATIONS**

- Verified information used to determine eligibility and Voucher issuance must be no more than sixty (60) days old.
- Verified information obtained at reexamination must be no more than 120 days old on the effective date.
- Verified information not subject to change, such as birth dates, need not be re-verified at reexamination.

## CHAPTER 8

### Factors in Determining Housing Assistance Payments

#### A. VOUCHER SIZE

HUD guidelines require that HABC establish standards for the determination of voucher size and that such standards provide for a minimum commitment of subsidy while avoiding overcrowding.

HABC does not determine who shares a bedroom/sleeping room. All subsidy standards in this section relate to the number of bedrooms on the Voucher, not the family's housing unit size.

#### B. SUBSIDY STANDARDS

Voucher Bedroom Size	Minimum No. in Household	Maximum No. in Household
Single Room Occupancy	1	1
0 – Bedroom	1	1
1 – Bedroom	1	2
2 – Bedroom	2	4
3 – Bedroom	3	6
4 – Bedroom	4	8
5 – Bedroom	5	10

HABC allocates **one bedroom for each two persons**, except in the following circumstances:

1. The head of household, spouse, and children under age five (5) will be assigned one bedroom.
2. Person of the opposite sex will be allocated on separate bedrooms.
  - a. Exceptions to this rule include:
    - i. Children under the age of five (5).
    - ii. Domestic Partner or Head of household and spouse
  - b. An individual's sex will be determined by HABC based on the birth certificate.
3. Live-in aides will be allocated one additional bedroom. No additional bedrooms are provided for a Live-in aide's family.
4. Foster children will be included in determining unit size if they will be in the unit for more than six (6) months or other allowable circumstance.

5. Space may be provided for a child who is away at school but who lives with the family during the school recess.
6. Unborn child(ren) will be included in determining the subsidy standard.
7. Single-person families will be allocated one bedroom.
8. Space will not be provided for a family member who will be absent most of the time, other than a spouse, such as a member who is away in the military.
9. Children who are subject to a joint custody agreement and live with a Family at least 51% of the time will be considered members of the household. "51% of the time" is defined as 183 days of the year, which need not run consecutively.

### **C. EXCEPTION TO THE SUBSIDY STANDARDS**

HABC may grant an exception to its established subsidy standards for determinations justified by the age, sex, health, handicap, or relationship of family members or other personal circumstances. For a single person other than a disabled or elderly person or remaining family member, such PHA exception may not override HABC's subsidy standards in section B of this chapter. (24 CFR §982.402 (8))

Reasons for an exception to the Subsidy Standards may include, but are not limited to:

- An additional bedroom for a live-in aide.
- An additional bedroom due to the size and nature of necessary medical equipment.

Requests for exceptions to the Subsidy Standards will follow the Reasonable Accommodation procedures. The family's continued need for an additional bedroom must be re-verified at all annual and move examinations.

### **Under-Housed Families**

If a unit does not meet HQS space standards due to an increase in family size, HABC will issue a new voucher of the appropriate size. This action will coincide with the family's Lease end date and/or annual recertification date, whichever is first.

**D. PAYMENT STANDARDS (HUD Docket No. FR-5778-N-01)**

The family may select a different size dwelling unit than that listed on the Voucher. The payment standard shall be the lower of:

- The payment standard for the Voucher size; or
- The payment standard for the unit size selected by the family.

Upon the request of a family that includes a person with disabilities, HABC will approve a higher utility allowance, if it is needed as reasonable accommodation in accordance with HUD's regulations in 24 CFR part 8.

**E. OCCUPANCY STANDARDS**

The standards allow two persons per living/sleeping room and permit maximum occupancy levels as shown in Chapter 13, paragraph K.

**F. RENT BURDEN (24 CFR 982.508)**

When a family selects a unit with a gross rent that exceeds the payment standard, HABC will determine whether the family's share of housing costs would exceed 40 percent of the family's monthly adjusted income. HABC may not approve the tenancy if it would require the family share to exceed 40 percent of the family's monthly adjusted income.

The maximum initial rent burden applies to new admissions and families that are moving when the gross rent exceeds the applicable payment standard.

**G. UTILITY ALLOWANCE SCHEDULE**

HABC will maintain a utility allowance schedule that provides allowances for tenant-paid utilities and other services, in accordance with 24 CFR 982.517.

**1. Use of the Utility Allowance Schedule.**

Per HUD Docket No. FR-5778-N-01, the utility allowance for a family shall be the lower of:

- a. the utility allowance amount for the family's Voucher size; or
- b. the utility allowance amount for the requested housing unit.

## **2. Higher Utility Allowance as a Reasonable Accommodation**

For an approved Reasonable Accommodation, HABC will calculate a different Utility Allowance than described in G.1 above. For example:

- a. HABC may approve a higher utility allowance, if requested as a reasonable accommodation by a Family that includes a person with disabilities.
- b. In cases where the unit size leased exceeds the family unit size as determined under HABC's subsidy standards, HABC will use the appropriate utility allowance for the size of the dwelling unit actually leased by the family.

## **3. Revisions to the Utility Allowance Schedule**

HABC will review its schedule of utility allowances each year and will revise its allowance for a utility category for changes of 10 percent or more in the utility rate since the last time the utility allowance schedule was revised.

- a. HABC will retain all information used in its annual review of utility allowances, whether or not revisions are made.
- b. At HUD's direction, HABC will revise the utility allowance schedule to correct any errors, or as necessary to update the schedule.

## **CHAPTER 9**

### **VOUCHER ISSUANCE AND BRIEFINGS**

HABC's goals and objectives are designed to assure that families are equipped with the tools necessary to locate an approvable housing unit. When eligibility has been determined, HABC will conduct a mandatory program briefing to ensure that families know how the Housing Choice Voucher program works. The briefing will provide a broad description of housing program rules and will include a briefing packet.

#### **A. VOUCHER ISSUANCE**

When funding is available, HABC will issue Vouchers to eligible applicants.

#### **B. TERM OF VOUCHER (24 CFR §982.303)**

During the briefing session, each household will be issued a Voucher that represents a contractual agreement between HABC and the Family specifying the rights and responsibilities of each party. It does not constitute admission to the program, which occurs when a Housing Assistance Payments contract becomes effective.

1. Initial issuance - the initial voucher will be valid for a period of sixty (60) calendar days. If, at the end of sixty days, HABC has not received a Request for Tenancy Approval (RTA) the Voucher will expire, unless the Family has requested and received approval for an extension.
2. Extensions - A maximum of two thirty-day (30) extensions may be granted. The family must:
  - a. have a good cause for the extension,
  - b. requested in writing and
  - c. provide supporting documentation.
3. No extensions beyond 120 days will be approved, unless an extension request is verified to be related to a disability which prevented the applicant from using the Voucher sooner. Please read Reasonable Accommodation rules and procedures.
4. Request for Tenancy Approvals are accepted at any time during the term of the Voucher. When a Request for Tenancy Approval (RFTA) is received, HABC will "stop the clock" or "suspend" the term of the Voucher, until the time when HABC approves or denies the request.

5. RFTA Approved - If the Request for Tenancy Approval (RFTA) is approved, HABC will request the inspection. The unit must pass the inspection for the HAP Contract to be executed on behalf of the Family.
6. RFTA Not Approved - If the Request for Tenancy Approval (RFTA) is not approved, HABC will calculate the number of days that the clock was stopped and the Family will be able to use the days for its housing search, including any approved extensions.

### **Expiration of Voucher Term**

If the Voucher term has expired (including any extensions) and no tenancy has been submitted to approval, the assistance will be denied. HABC will notify the family in writing that the voucher term has expired. The family will not be entitled to a review or informal hearing, and if the family still wishes to receive assistance, they must reapply to be placed on the waiting list.

If the family is currently assisted, they may remain as a participant in their unit if there is an assisted lease/contract in effect.

### **C. RESCINDING VOUCHERS DUE TO INSUFFICIENT FUNDING**

If HABC determines insufficient funding after issuing a voucher, the PHA may rescind the voucher and place the affected family back on the waiting list.

HABC will start rescinding the most recently issued vouchers that have not been submitted a Request for Tenancy Approval.

Families who have their vouchers rescinded will be notified in writing and reinstated to their former position on the waiting list. When funding is again available, families will be selected from the waiting list following HABC selection policies.

### **D. BRIEFING AND REQUIRED ATTENDANCE**

#### **1. Initial Applicant Briefing**

A full HUD-required briefing session will be conducted for applicant families who are determined eligible for the HCV program. The briefings may be conducted in groups



or individually. Applicants who are unable to attend or miss their first briefing appointment will automatically be scheduled for the second briefing session.

Applicants who fail to attend two scheduled briefings will be determined ineligible. A denial notice will be mailed, with an opportunity for the applicant to request an Informal Review. Families with a person with disabilities may request other consideration(s) to this policy, as a reasonable accommodation.

## **2. Briefing Packet**

The family will be provided the following information and materials:

- "Housing Voucher" and policy on the term, extension, or suspension
- Payment Standards
- Family Obligations
- Tenancy Addendum
- Inspection Report Checklist
- Request for Tenancy Approval
- Disclosure of Information on Lead-Based Paint
- Owner Certification Form
- VAWA forms HUD-5380 (Notice of Rights) and HUD-5382 (Certification of Domestic Violence).

## **3. Brochures and Information Sheets:**

- "A Good Place to Live"
- "Protect Your Family from Lead in Your Home"
- The Family Self Sufficiency Program and its advantages
- "Are You a Victim of Housing Discrimination"
- "A description of "Grounds for Termination of Family Assistance"
- Informal Hearing Procedures
- List of owners or units willing to participate under the HCV Program
- Procedures for notifying HABC of programs abuses such as side payments, violations of tenant rights, and owner failure to repair
- "Program Information Sheet" provides a description of the HCV program, and the methods used to determine tenant rent, maximum housing assistance payment, utility allowances, portability, term of lease and rent reasonableness.

## CHAPTER 10

### INCOME & FAMILY SHARE DETERMINATION

(24 CFR Part 5, Subparts E and F; 24 CFR 982)

Determinations of program eligibility and total tenant payment for the Housing Choice Voucher program require that the Family's annual income and household composition be documented and verified. Regulations specify the amounts to be included in the calculation of annual income.

#### A. **DEFINITION OF ANNUAL INCOME** (24 CFR Part 5, subpart F, §5.609)

Annual income means all amounts, monetary or not, that go to or are on behalf of, the family head or spouse (even if temporarily absent) or to any other family member, or all amounts anticipated to be received from a source outside the family during the 12-month period following admission or annual re-examination effective date. In addition, annual income means all amounts that are not specifically excluded by regulation, in addition to a notice published in the *Federal Register*.

HABC staff will refer to HUD regulations, notices and guidance when:

1. Determining a family's annual income;
2. Excluding income under the Earned Income Disallowance provisions (24 CFR §5.617);
3. Pro-rating housing assistance for Mixed families (24CFR Part 5, Subpart E); and
4. Imposing the minimum rent (24 CFR §5.630).

#### B. **ANTICIPATING ANNUAL INCOME** (§5.233 and 5.236)

HABC is mandated to use HUD's Enterprise Income Verification (EIV) System in its entirety as a third-party source to confirm/validate employment and income information during mandatory reexaminations.

When anticipating annual income, HABC staff will compare HUD's EIV Income Report with acceptable family-provided documentation; and

1. When the EIV income information differs by **less than \$200/month** from the information submitted by the Family, the acceptable family-provided documentation will be used to calculate annual income;

**Exception:** Regarding Social Security benefit information, HABC will use EIV-reported Social Security benefit data, if the family agrees.

2. When EIV income information differs by **more than \$200/month** from the information submitted by the Family, HABC will:
  - a. Determine if a discrepancy exists in conjunction with the latest annual recertification.
  - b. Discuss the income discrepancy with the family; and
  - c. Request that the family provide documentation to confirm or dispute the unreported or underreported income.
  - d. In the event the family is unable to provide acceptable documentation to resolve the income discrepancy, HABC will request verification from the third-party source. If the third-party source does not respond to the HABC's request for information, the family file will be documented. HABC will then pursue lower-level verification, in accordance with the verification hierarchy list, located in Chapter 7 – Verifications.
  - e. Once additional income information is obtained, HABC staff will determine the most accurate reflection of anticipated income in order to calculate annualized income.

Acceptable family-provided documentation must be generated by a third-party source and dated within the last 60 days of the interview or HABC's request date. Examples include but are not limited to:

1. Two current or consecutive pay stubs,
2. Payroll summary reports,
3. Employer notices of hire/termination,
4. SSA benefit letters,
5. Bank statements,
6. Child support printouts,
7. Welfare benefit letters, and
8. Unemployment benefit notices.

Income averaging will be used for those families whose income fluctuates from month to month. If there are bonuses or overtime, which the employer cannot anticipate for the next twelve months, bonuses and overtime received the previous year will be used.

In addition, HUD authorizes HABC to use other than current circumstances to anticipate income when verification forms indicate an imminent change (e.g., an anticipated pay raise).

If HABC staff determines that a violation to a family obligation occurred due to unreported or underreported income, appropriate action will be taken, as described in Chapters 20 and 21 of this Plan.

**C. EARNED INCOME DISALLOWANCE FOR PERSONS WITH DISABILITIES**

The Earned Income Disallowance (EID) applies to an eligible adult family member who is a person with disabilities. For implementation of EID, HABC will follow HUD regulations as prescribed by 24 CFR §5.617.

The disallowance applies to family member(s) already participating in the HCV program under the following circumstances:

- Only earnings of the individual with a disability will be excluded from annual income; and
- The individual with a disability must have been unemployed for at least 12 months prior to employment. "Unemployed" means that the person earned less than what he or she could earn working for 10 hours per week for 50 weeks at minimum wage; or
- The individual with a disability must have earnings while participating in an economic self-sufficiency or job training program; or
- An individual with a disability in a household that received at least \$500 in TANF assistance within 6 months of either going to work or increasing earnings.

**D. PRORATION OF ASSISTANCE FOR "MIXED" FAMILIES (24CFR Part 5, Subpart E)**

HABC must offer prorated assistance to any "mixed" applicant or participant family. A "mixed" family is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible members.

HABC will prorate assistance by calculating the amount of assistance payable if all family members are eligible and multiplying by the percent of the family members who actually are eligible. Calculations for each housing program are performed on the HUD 50058 form.

**E. MINIMUM RENT and HARSHIPS (24 CFR §5.630)**

1. HABC establishes a minimum rent of \$50.
2. HABC will grant an exemption from payment of this minimum rent if the Family is unable to pay that rent as a result of financial hardship, as described below.

## **Hardship Requests for an Exemption to Minimum Rent.**

HABC recognizes that in some circumstances the Minimum Rent may create a financial hardship for families.

As set forth by the Quality Housing and Work Responsibility Act of 1998, HABC will review all relevant circumstances regarding financial hardship to determine whether the family qualifies for an Exemption.

### **Criteria for Hardship Exception**

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

- The family has lost eligibility or is awaiting eligibility determination for Federal, State, or Local assistance;
- The family would be evicted as a result of the imposition of the minimum rent requirement;
- The income of the family has decreased because of changed circumstances, including:
  - Loss of employment
  - Death in the family

In addition to HUD hardships, HABC has added this hardship qualification:

- Adult family member responsible for 50% of the family income leaves the household for longer than 3 months.

### **Notification to Families of Right to Hardship Exception**

HABC will notify all families subject to minimum rents of their right to request a minimum rent hardship exception. "Subject to minimum rent" means the minimum rent was the greatest figure in the calculation of the greatest of 30% of monthly-adjusted income, 10% of monthly income, minimum rent or welfare rent.

HABC will notify families that hardship exception determinations are subject to HABC review and hearing procedures.

All requests for rent hardship exceptions must be made in writing and documentation of financial hardship is required.

HABC's standard verification procedures will be used to verify circumstances, which have resulted in financial hardship.

## **Suspension of Minimum Rent**

If a family requests a financial hardship exemption, HABC will suspend the minimum rent requirement beginning the first of the month following the family's request for a hardship exemption. The suspension will continue until the responsible entity determines whether there is a qualifying financial hardship, and whether such hardship is temporary or long-term.

During the minimum rent suspension period, the family will not be required to pay a minimum rent, and the Housing Assistance Payment (HAP) will be increased accordingly.

If HABC determines that the minimum rent is not approved, a minimum rent, including payment for minimum rent from the time of suspension, will be imposed.

## **Temporary Hardship**

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

HABC will offer a repayment agreement to the family for any such rent not paid during the temporary hardship period.

## **Long Term Duration Hardships**

If HABC determines that there is a qualifying long term financial hardship, HABC must exempt the family from the minimum rent requirements.

## **F. MINIMUM INCOME**

There is no minimum income requirement. Families claiming to have no income will be required to execute verification forms to determine that income such as unemployment benefits, TANF, SSI, etc. are not being received by the household.

HABC will run a credit report if information is received that the family has unreported income source(s). Families will be required to provide documentation to support their current means of subsistence, such as food, utilities, transportation, etc.

If the family's expenses exceed their known income, HABC will make inquiry of the nature of the family's accessible resources. HABC will advise the family to apply for TANF and use this anticipated income on a provisional status, requiring that the family undergo interim re-examination (every 90 days).

#### **G. FAMILY ABSENCE FROM UNIT (§982.312)**

HCV regulations permit a PHA to determine whether or when a Family may be absent from their housing unit, and for how long. The Family may be absent from the housing unit for brief periods of time up to 180 consecutive calendar days. For clarification purposes, "Absence from Unit" is defined as "No member of the family is residing in the housing unit".

The owner may specify in the lease a maximum period of tenant absence from the unit that is shorter than the maximum period permitted by HABC policy.

#### **HABC Policy**

Families that find it necessary to be absent from the housing unit for more than fifteen (15) consecutive calendar days will be required to notify the owner and HABC in writing of their absence and the date by which they expect to return. If the family is absent for more than forty-five (45) consecutive days, they will be considered permanently absent, and the HAP contract, lease, and Housing Assistance Payments will terminate.

Notices will be sent to the owner and the family informing the Termination. The family's notice will be mailed to the assisted house address and will include an opportunity to request an Informal Hearing. Once the family's participation in the HCV program has terminated, there will be no readmission or resumption of assistance.

As a reasonable accommodation for a person with a disability, an extension may be granted that does not go beyond the HUD allowed 180 consecutive calendar days. HABC will extend, resume or readmit assistance for a Family, under the following conditions:

- b. The Family is approved for an extension as a reasonable accommodation;
- c. Funding is available; and
- d. The absence period was within 180 consecutive calendar days.

## **H. ABSENCE OF FAMILY MEMBER(S)**

HABC must compute all applicable income for every household member, including those who are temporarily absent. In addition, HABC must count the income of the spouse or the head of household if that person is temporarily absent. Temporary absence is defined as away from the housing unit for up to 90 days.

Permanent absence is defined as away from the housing unit for 90 days or more. The income of persons permanently absent from the housing unit will not be included in total household income. In addition, the member will not be included on the lease and will not be included for the determination of the Voucher size.

If the spouse is temporarily absent and, in the military, all military pay and allowances (except hazardous duty pay when exposed to hostile fire and any other exceptions to military pay HUD may define) is counted as income.

It is the responsibility of the head of the household to report changes in family composition.

### **Absence of Any Member**

Family members who are away from the housing unit for a period of 90 days or more will be considered permanently absent.

**Exception:** A full-time student, other than the head of household or spouse, who does not reside in the assisted housing unit while attending school may, at the family's choice, be considered either temporarily or permanently absent.

### **Absence Due to Incarceration**

If HABC receives a report that a household member is/was incarcerated, a review will be conducted as to the reason for the incarceration and action will be taken for any program violations. A household member that is incarcerated for more than 90 consecutive days will be considered permanently absent.

### **Voucher Size**

The Voucher size will be evaluated and adjusted, if necessary, at the next annual re-examination.



## **Caretaker for Children**

If neither parent remains in the household and an appropriate agency has determined that another adult is to be brought into the assisted unit to care for the children for an indefinite period, HABC will treat that adult as a visitor for the first ninety days.

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

If the appropriate agency cannot confirm the guardianship status of the caretaker, HABC will review the status at thirty-day intervals.

If custody is awarded for a limited time in excess of stated period, HABC will state in writing that the transfer of the Voucher is for that limited time or as long as they have custody of the children. The caretaker will be allowed to remain in the unit, as a visitor, until a determination of custody is made.

HABC may transfer the voucher to the caretaker, in the absence of a court order, if the caretaker has been in the unit for a maximum of 180 days and it is reasonable to expect that custody will be granted.

Should HABC approve a person to reside in the unit as caretaker, the income should be counted pending a final decision. HABC will work with the appropriate service agencies and the owner to provide a smooth transition in these cases.

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

## **Visitors**

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

- Statements from neighbors and/or owners will be considered in making a determination.
- The use of the unit address as the visitor's current residence shall be construed as permanent residence.

The burden of proof that the individual is a visitor rests on the family. In

the absence of any proof, the individual will be considered an unauthorized member of the household and HABC will start a termination of assistance, based on the family's failure to report a change in family composition.

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

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

## **I. UTILITY REIMBURSEMENT PAYMENTS**

The amount of the utility reimbursement is the amount by which the HAP payment exceeds the rent to the owner. When there is a utility reimbursement, HABC will pay the full amount of the rent to the owner and send the utility reimbursement to the family or the utility company.

Utilities must be in the name of the head or co-head of household for the entire period of the family receives housing assistance. The utility reimbursement payment will be made payable directly to utility vendor.

Where families are responsible to pay utilities on a commercial account, HABC will provide utility reimbursement payments payable to the owner/ owner representative. The head of the household must supply a copy of utility bill within 30 days from effective date of contract.

## **CHAPTER 11**

### **LEASING POLICIES**

HABC's administration of the HCV program is designed to utilize resources in a manner that is efficient and provides eligible families timely assistance based on the Public Housing Agency's budget authority. HABC's objectives include maximizing HUD funds by providing assistance to as many eligible families as the budget will allow.

After families are issued a Voucher, they may search for a unit anywhere within the jurisdiction of HABC or outside of HABC's jurisdiction through an inter-local agreement with the San Antonio Housing Authority. Families may relocate outside the County of Bexar after the initial term of the lease through portability. The family must find an eligible unit under the program rules, with an owner/landlord who is willing to enter into a Housing Assistance Payments contract.

#### **A. REQUEST FOR TENANCY APPROVAL (RFTA)**

When a current Voucher holder locates a unit, which is suitable for their needs, a Request for Tenancy Approval (RFTA) form and other HABC required documents must be submitted.

The family will contact HABC for an appointment. Both the owner and the Voucher holder must sign all required documents. HABC will not permit the family to submit more than one RFTA at a time.

HABC will review the proposed lease and Request for Tenancy Approval documents to determine whether or not they are approvable. The Request and all other documents will be approved and forwarded to inspection if:

- All documents are signed and completed;
- The family's share of rent plus utilities does not exceed 40 percent of the monthly-adjusted income;
- The unit is an eligible type of housing;
- The proposed rent determined reasonable;
- The Security Deposit does not exceed one month's contract rent;
- The proposed lease complies with HUD requirements;
- The owner is acceptable and there are no conflicts of interest as discussed in the "Owner Disapproval" section of this Plan.

The Request for Tenancy Approval will be forwarded to the Inspector for completion, if the unit meets HQS, both the owner and family are notified in writing of the approved lease date. The documents are then forwarded to the HCV Specialists for Contract Execution.

### **Disapproval of Request for Tenancy Approval (RFTA)**

If HABC determines that the Request cannot be approved for any reason, the owner and the family will be notified in writing. HABC will instruct the owner and family of what is necessary to approve the Request.

If for any reason the RFTA is disapproved, HABC will furnish another RFTA form to the family so they may continue to search for eligible housing, providing that there is still time on their Voucher.

## **B. ELIGIBLE HOUSING TYPES**

HABC will approve any of the following types of housing for the Housing Choice Voucher program:

- All structure types can be utilized
- Manufactured homes where the family leases the mobile home and the pad
- Group Homes
- Congregate families (only the shelter rent is assisted)
- Single Room Occupancy
- Units owned (but not subsidized) by HABC (following HUD-prescribed requirements)

A family can own a rental unit but cannot reside in it while being assisted. A family may lease in and have an interest in a cooperative housing development.

## **C. LEASE REVIEW**

HABC will review the lease for compliance with regulations and State and local law. The family also must have legal capacity to enter into a lease. Responsibility for utilities, appliances and optional services must correspond to those provided on the Request for Tenancy Approval form.

The HUD prescribed tenancy addendum must be included in the lease word-for-word before the lease is executed or be included as an attachment to the lease.

House Rules of the owner may be attached to the lease as an addendum, provided they are approved by HABC to ensure they do not violate any fair housing provisions and do not conflict with the tenancy addendum.

#### **D. SEPARATE AGREEMENTS**

Separate agreements are not necessarily illegal side agreements. Families and owners will be advised of the prohibition of illegal side payments for additional rent, or for items normally included in the rent of unassisted families, or for items not shown on the approved lease.

The family is not liable under the lease for unpaid charges for items covered by separate agreements and nonpayment of these agreements cannot be cause for eviction.

Owners and families may execute separate written agreements for services, appliances (other than range and refrigerator) and other items that are not included in the lease if the agreement is approved by HABC.

Any appliances, services or other items, which are routinely provided to unassisted families as part of the lease (such as air conditioning, dishwasher or garage) or are permanently installed in the unit, cannot be put under separate agreement and must be included in the lease. For there to be a separate agreement, the family must have the option of not utilizing the service, appliance, or other item.

If the family and owner have come to a written agreement on the amount of allowable charges for a specific item, so long as those charges are reasonable and not a substitute for higher rent, they will be allowed.

All agreements for special items or services must be attached to the lease approved by HABC. Separate agreements are not allowed or accepted after contract execution.

HABC will not approve separate agreements for modifications to the unit for persons with disabilities. The modifications are usually within the dwelling and are critical to the use of the dwelling.

#### **E. INITIAL INSPECTIONS**

HABC is required to conduct unit inspections before execution of the Housing Assistance Payments contract to ensure that the unit is in compliance with the Housing Quality Standards or HUD approved variations. (See Chapter 13).

## **F. RENT LIMITATIONS**

HABC will make a determination as to the reasonableness of the proposed rent in relation to comparable units available for lease in the private unassisted market.

## **G. DISAPPROVAL OF PROPOSED RENT**

When the proposed gross rent is not reasonable, at the family's request; HABC will negotiate with the owner to reduce the rent to a reasonable rent.

At the family's request, HABC will negotiate with the owner to reduce the rent or include some or all of the utilities in the rent to owner.

If the rent can be approved after negotiations with the owner, HABC will process the Request for Approval of Tenancy and Lease. If the revised rent involves a change in the provision of utilities, the owner/family must submit a new Request for Approval of Tenancy.

If the owner does not agree on the Rent to Owner after HABC has tried and failed to negotiate a revised rent, HABC will inform the family and owner that the lease is disapproved.

## **H. INFORMATION TO OWNERS**

HABC's policy on providing information to the owner will be included in the family's briefing packet.

HABC has no liability or responsibility to the owner or other persons for the family's behavior or suitability for tenancy.

The owner is responsible for screening and selection of the family to occupy the owner's unit. At or before HABC approval of the tenancy, HABC must inform the owner that screening and selection for tenancy is the responsibility of the owner. HABC must also inform the owner or manager of their responsibility to comply with VAWA.

HABC must provide the owner with the family's current and prior address (as shown in HABC records); and the name and address (if known to HABC) of the owner at the family's current and prior address.

HABC is permitted, but not required, to offer the owner other information in HABC possession about the family's tenancy.

HABC will make an exception to this requirement if the family's whereabouts must be protected due to domestic abuse/witness protection.

**I. CHANGE IN FAMILY SHARE PRIOR TO HAP EFFECTIVE DATE**

When the family reports changes in factors that will affect the Total Family Share prior to the effective date of the HAP Contract at admission, the information will be verified, and the Total Family Share will be recalculated.

**J. OWNER DOCUMENTATION**

All new owners must provide the following:

1. Owner Certification form (provided)
2. Proof of Legal Ownership: Recorded Deed or Settlement Statement with signatures of Buyer, Seller & Title Co.
3. Owner Identification card with photo (ID)
4. W-9 Form for Owner (attached) • W-9 Form for Payee (attached) (if payee will be someone other than Owner)
5. Complete Listing of ALL properties affected by this change
6. Verification of Tax ID:
  - a. Social Security Number (copy of SS card)
  - b. Employer Identification Number (confirmation letter from the IRS)
7. Direct Deposit Form (attached): A voided check, no deposit slips will be accepted- All payment will be issued by direct deposit.
8. Management Agreement (if applicable): The Owner must provide a copy of the most current TAR/TREC management agreement form or a notarized statement specifying the designee(s) and signed by the Owner

**K. HOUSING ASSISTANCE PAYMENTS CONTRACT**

The Housing Assistance Payments contract will be prepared and executed in accordance with 24 CFR §982.451. Once HABC has determined that the dwelling meets HQS and all other requirements have been met, housing staff will prepare a Housing Assistance Contract.

PHA penalties for late payment are not applicable for the first two calendar months of the HAP contract term. This is outlined in the Housing Assistance Payments contract, paragraph 7.a (3).

## **CHAPTER 12**

### **RENT REASONABLENESS AND PAYMENT STANDARDS**

#### **A. RENT TO OWNER**

Rent reasonableness and other factors limit the Rent to Owner. HABC must demonstrate that the Rent to Owner is reasonable in comparison to rent for other comparable unassisted units.

The only other limitation on rent is the maximum rent standard at initial occupancy (24 CFR §982.508). At the time a family initially receives tenant-based assistance for occupancy of a dwelling unit, whether it is a new admission or a move to a different unit, the family share may not exceed 40 percent of the family's monthly-adjusted income.

During the initial term of the lease, the owner may not raise the rent.

#### **B. HAP PAYMENT TO OWNER**

Once the HAP contract is executed, HABC will authorize payment to the owner. A HAP register will be used as a basis for monitoring the accuracy and timeliness of payments. Electronic Payments will be disbursed by HABC's Finance department to the owner.

#### **Excess Payments**

The total of rent paid by the family and the Housing Assistance Payment to the owner may not be more than the rent to owner. The owner must immediately return any excess Housing Assistance Payment to HABC. Unreturned payments will be subject to penalties outlined in Chapter 16.

#### **C. RENT REASONABLENESS DETERMINATIONS**

HABC will determine rent reasonableness in accordance with 24CFR §982.507.

1. HABC must determine that an owner's proposed rent is reasonable and does not exceed the rent charged for comparable, unassisted units in the same market area.



HABC will determine rent reasonableness as follows:

- a. Before entering into a HAP Contract. The HABC will not execute a HAP Contract until it has documented that the charged rent is reasonable.
  - b. Before any increase in the rent to owner. The HABC will determine whether the proposed rent is reasonable compared to similar units in the marketplace and not higher than those paid by unassisted tenants on the premises.
  - c. Five percent decrease in the published SAFMR. If there is a five percent decrease in the published SAFMR in effect sixty days before the contract anniversary date, as compared with the SAFMR in effect the previous year.
  - d. If directed by HUD. HABC will conduct rent reasonableness reviews on all or a portion of its units, if directed by HUD.
  - e. PHA initiated. HABC may also determine rent reasonableness at any other time, to ensure that the rent to the owner does not exceed the most recently determined or re-determined reasonable rent amount.
2. HABC may request owners to provide information on rents charged for unassisted units on the premises (projects with more than four units) and/or rental units within the same zip code.
  3. HABC will use the following methods to determine that the rent to owner is a reasonable rent:
    - a. Market Survey. HABC will conduct a survey of private market rents in its jurisdiction.
    - b. Comparability. HABC will consider the location, quality, size, unit type, year built, amenities, housing services, maintenance and utilities the owner will provide under the lease.
    - c. Documentation. HABC will document its decision and the basis for it in the Family's file.

The market areas for rent reasonableness may be zip codes, census tracts and/or neighborhoods. Subject units within a defined housing market area will be compared to similar units within the same area.

#### **D. PAYMENT STANDARDS**

1. Payment standards are based on small area fair market rents (SAFMR) published annually by HUD and are used to calculate the monthly Housing Assistance Payment for a Family.

2. Generally, HABC will set the payment standards between 90% and 110% of the HUD-published Small Area Fair Market Rent (SAFMR). Within this range, HABC may set higher or lower payment standards for certain areas within the jurisdiction, as appropriate. The payment standards will be based on information collected by the HABC regarding rents in each area, and the rent burdens incurred by program participants.
3. The payment standards shall be determined annually following the publication of the final Small Area Fair Market Rents (SAFMRs) by HUD. The payment standards shall be made effective on the first of the month after sixty days have passed from the date of the board resolution.
4. HABC shall determine the payment standard with the following criteria and/or objectives:
  - a. Consider the amount received from HUD in its Annual Contributions Contract;
  - b. Avoid concentration of HCV Families in high poverty areas.
  - c. Seek to provide housing opportunities in all areas of its jurisdiction with particular emphasis on non-poverty areas; and
  - d. Ensure that the majority of Families are not paying more than 40% of their income for housing costs.

HABC may approve a higher payment standard within the basic range, if required as a reasonable accommodation for a family that includes a person with disabilities. For these instances, HUD guidance and regulations will be used to determine the payment standard.

#### **E. EXCEPTION PAYMENT STANDARDS**

If the dwelling unit is in an area that is approved by HUD for an exception payment standard, HABC will use the appropriate payment standard, in accordance with regulation 24 CFR §982.503.

#### **F. REQUEST FOR RENT INCREASE AND RENT ADJUSTMENT**

The owner must not change the rent during the initial lease term. Subsequent requests for rent adjustments must be consistent with the lease between the owner and the family, be reasonable and approved by HABC.

If an owner wishes to request an increase at the annual anniversary of the HAP contract, the request must be received by HABC in writing within sixty (60) days prior to the effective date. In determining rent reasonableness, HABC must ensure that the rents paid for HCV assisted units do not exceed the rents for comparable units that are not assisted under a Federal, State, or local government program. [24 CFR 982.308]

If the rent increase is approved HABC will provide written notice to the owner and the family with the new amount and effective date. The adjusted amount of rent to owner will be effective for a period of 12 calendar months from the annual anniversary of the HAP contract.

If the rent increase is denied HABC will notify the owner and the family about the denial and the previous Rent will remain in effect for the next annual calculation.

Rent increases will not be approved unless any failed items identified by the most recent HQS inspection have been corrected.

#### Insufficient Funding

HABC will encourage landlords to defer requested rent increases, or limit the rent increase amount to a \$ 50.00 maximum per unit, on the grounds that HABC does not have sufficient funding to support the rent increase, if the following circumstances apply:

- The rent adjustment is initiated by the owner, not HABC or HUD;
- HABC can demonstrate the rent adjustment will result in higher subsidy costs; and
- HABC can demonstrate that it does not have sufficient funding in its annual budget to accommodate the higher subsidy costs.

## CHAPTER 13

### NSPIRE AND INSPECTIONS




HUD NSPIRE inspection, or National Standards for the Physical Inspection of Real Estate inspection, is a method for assessing the condition of HUD-assisted housing. The inspections are conducted by the HUD Real Estate Assessment Center (REAC) and are usually carried out every one to three years by public housing agencies or contract inspectors. The frequency of inspections depends on the property's previous inspection score

#### What is a HUD NSPIRE inspection?

NSPIRE inspections are conducted mainly by contract inspectors and public housing agencies every one to three years, depending on a property's previous inspection score. NSPIRE inspections focus on deficiencies deemed to be the most important indicators of housing quality.

There are three types of inspections under NSPIRE.

Applicable NSPIRE inspection types may vary by program or property type.

 <p><b>Self-Inspections</b></p> <p><b>Who:</b> Property owners/management  <b>What:</b> All deficiencies reported to HUD  <b>When:</b> Once a year  <b>Where:</b> All units  <b>Why:</b> To gain a reasonable level of confidence in results &amp; to ensure work orders are being generated.</p> <p>Reasonable Assurance Into Property's Condition</p>	 <p><b>NSPIRE Inspections</b></p> <p><b>Who:</b> Contract inspectors and public housing agencies  <b>What:</b> NSPIRE  <b>When:</b> Periodic inspections (1-3 years)  <b>Where:</b> High sample rate  <b>Why:</b> To gain a high level of confidence in results.</p> <p>Reasonable Assurance Into Property's Condition</p>	 <p><b>NSPIRE Plus Inspections</b></p> <p><b>Who:</b> HUD Federal inspectors  <b>What:</b> NSPIRE Plus  <b>When:</b> Requested, or triggered by poor conditions  <b>Where:</b> Highest sample rate  <b>Why:</b> To gain the highest level of confidence in results.</p> <p>Evidentiary Support to Enforcement and/or Sanctions</p>
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#### A. GUIDELINES/TYPES OF INSPECTIONS

In accordance with HUD policy, HABC will inspect all units to ensure that they are in decent, safe and sanitary condition to meet NSPIRE. No unit will be initially placed on the HCV Program unless these standards are met. Units must also meet HQS if the family is on the program.

There are four types of inspections HABC will perform:

1. **Initial/Move-In:** Conducted within 15 days from receipt of the RFTA.
2. **Annual/Biennial:** Conducted within 12-24 months, respectively, of the last annual inspection.
3. **Special/Complaint:** At the request of the owner, family or legitimate third party.
4. **Quality Control:** Conducted by an HABC supervisor or another qualified person.

HABC may conduct inspections remotely using alternative means such as video conferencing/call platform.

- (i) The landlord or Tenant must use a device with a camera that supports video conferencing/calls to allow remote inspection of each area in the unit indicated by the Inspector.
- (ii) If necessary and at HABC discretion, only the landlord or property manager may be present in the unit at the time of the remote inspection.

All utilities must be in service prior to the effective date of the HAP contract. If the utilities are not in service at the time of inspection, the inspector will consider the inspection inconclusive and notify the family and owner to have the utilities turned on. The Inspector will schedule a re-inspection. The owner and family will both certify that the utilities are on.

HABC will allow the stove and refrigerator to be placed in a unit after the unit has passed inspection if the family is responsible for supplying these appliances. The family must certify that the appliances are in the unit and working. HABC will not re-inspect the unit.

## **B. INITIAL HQS INSPECTION**

HABC will inspect the unit, determine whether the unit satisfies HQS and notify the family and owner of the determination within 15 days after the family and owner have submitted a Request for Tenant Approval. The 15-day clock will be suspended during any period when the unit is not available for inspection.

HABC will include "date unit available for inspection" on the RFTA form. This date will determine whether HABC will be required to meet the same 15-day requirement or whether the 15-day period will be suspended because the unit is available for inspection until after the 15-day period.

For file audit purposes, HABC will note in each family file, the date on which the unit first became available for inspection according to information obtained from the RFTA. If the family or the Owner decides to void a submitted RTA, both parties must submit the request to HABC in writing and signed.

HABC will make every reasonable effort to conduct initial HQS inspections for the family and owner in a manner that is time efficient and indicative of good customer service.

The Initial Inspection will be conducted to:

- Determine if the unit and property meet the NSPIRE defined in this Plan.
- Document the current condition of the unit to assist in future evaluations whether the condition of the unit exceeds normal wear and tear.
- Document the information to be used for determination of rent-reasonableness.

If the unit fails the initial NSPIRE inspection, the family and owner will be advised to notify HABC once repairs are completed.

On an initial inspection, the owner will be given up to 30 days to correct the items noted as Fail, at the Inspector's discretion, depending on the amount and complexity of work to be done.

The owner will be allowed up to 5 days on re-inspection for repair work to be completed. The owner will be contacted the same day he/she notifies HABC that the unit is ready for inspection (SEMAP).

If the time period given by the Inspector to correct the repairs has elapsed, or the maximum number of failed re-inspections has occurred, the family must select another unit. The maximum number of failed inspections is 2.

However, the owner or the family responsible for the failed items can request a reasonable number of re-inspections at the cost of \$75.00 per re-inspection.

### **C. BIENNIAL HQS INSPECTIONS**

As permitted by HUD [Docket No. FR-5778-N-01], housing staff will conduct biennial housing quality standards inspections in lieu of annual inspections. HABC will also utilize alternative inspection methods to demonstrate that housing units meet HQS requirements, when applicable.

Alternative inspection methods will not be used in lieu of the initial unit or any interim inspection. HABC will conduct an initial inspection prior to entering into a new HAP contract. HABC will also conduct an interim NSPIRE inspection if a family or government official notifies HABC of a housing unit's failure to comply with HQS.

When necessary, HABC will comply with NSPIRE and perform inspections as needed to ensure that quality standards are met for housing units where deficiencies were noted during the initial inspection or most recent NSPIRE inspection.

The owner must correct deficiencies, which cause a housing unit to fail, unless it is a failure for which the family is responsible.

The family must allow HABC to inspect the housing unit at reasonable times with reasonable notice.

Inspections will be conducted on business days only between the hours of 8:00 a.m. and 5:00 p.m.

HABC will notify the family in writing or by phone at least 24 hours prior to the inspection.

If the family does not contact HABC to reschedule an inspection, or if the family misses two inspection appointments, HABC will consider the family to have violated a Family Obligation, and their assistance will be terminated in accordance with the termination procedures in this Plan.

**Re-inspection:** The family and owner are provided a notice of the inspection appointment by mail. If the family is not at home for the re-inspection appointment, a card will be left at the unit and another appointment is automatically scheduled. The appointment letter contains a warning of abatement (in the case of owner responsibility), and a notice of the owner's responsibility to notify the family.

### **Time Standards for Repairs**

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

For non-emergency items, repairs must be made within 21 days.

For major repairs, the Executive Director or the Director's designee may approve an extension beyond 30 days.

#### **D. SPECIAL/COMPLAINT INSPECTIONS**

If at any time the family or owner notifies HABC in writing that the unit does not meet NSPIRE, HABC will conduct an inspection.

HABC may also conduct a special inspection based on information from third parties such as neighbors or public officials. The Inspector will check only the items which were reported, but if the Inspector notices additional deficiencies that would cause the unit to fail HQS, the responsible party will be required to make the necessary repairs.

If the annual/biennial inspection is within 120 days of a special inspection, and all items are inspected that are included in an annual/biennial inspection, the special inspection will be categorized as an annual/biennial inspection as well.

#### **E. QUALITY CONTROL INSPECTIONS**

Per SEMAP, Quality Control Inspections will be randomly performed. The purpose of Quality Control inspections is to ascertain that each inspector is conducting accurate and complete inspections, and to ensure that there is consistency among inspectors in the application of the HQS.

The sampling of files will include recently completed inspections (within the prior three months) and a cross-section of neighborhoods.

#### **F. ACCEPTABILITY CRITERIA AND EXCEPTIONS TO NSPIRE**

HABC adheres to the acceptability criteria in the program regulations and local codes with the additions described below:

HABC has implemented the following policy to ensure that units meet the Interior Air Quality requirements that the unit must have adequate air circulation.

Units that have not been provided air conditioning units or evaporative coolers by the owner will be required to have screens on exterior doors and windows at the time of their initial inspection.

##### **Walls:**

In areas where plaster or drywall is sagging, severely cracked or otherwise damaged, it must be repaired or replaced.



Any exterior or interior surfaces with peeling or chipping paint must be scraped and painted with two coats of unleaded paint or other suitable material.

**Windows:**

All window sashes must be in good condition, solid and intact, and fit properly in the window frame. Damaged or deteriorated sashes must be replaced.

Windows must be weather-stripped as needed to ensure a watertight seal.

Window screens must be in good condition. (Applies only if screens are present)

Any room for sleeping must have a window.

**Doors:**

All exterior doors must be weather-tight to avoid any air or water infiltration, be lockable, have no holes, have all trim intact, and have a threshold.

All interior doors must be able to open without the use of a key. All interior doors must have trim intact and be free of damage that includes holes, peeling paint or any other deterioration.

All exit doors will be required to have a door viewer (peephole) or window.

Double cylinder locks must be replaced with a single key dead bolt.

All exit doors will be required to have two (2) working locks. A single key dead bolt and a privacy lock.

All sliding glass doors must have a pin lock zero to 48 inches from the floor, and if the manufacture's lock to the sliding door is inoperable, there must be an additional security bar on the lock.

**Floors:**

All wood floors must be sanded to a smooth surface and sealed. Any loose or warped boards must be re-secured and made level. If they cannot be leveled, they must be replaced.

All floors must be in a finished state (no plywood).

All floors should have some type of baseboards, trim, or sealing for a "finished look." Vinyl baseboards may be used for kitchens and bathrooms.

**Sinks:**

All sinks and commode water lines must have shut off valves, unless faucets are wall mounted.

All worn or cracked toilet seats and tank lids must be replaced and toilet tank lid must fit properly.

All sinks must have functioning stoppers.

**Security:**

If window security bars or security screens are present on emergency exit window, they must be equipped with a quick release system. The owner is responsible for ensuring that the family is instructed on the use of the quick release system.

Owners are responsible for providing and replacing old batteries for battery powered units. Families will be instructed not to tamper with smoke detectors or remove batteries.

**Bedrooms:**

Bedrooms in basements or attics are not allowed unless they meet local code requirements and must have adequate ventilation and emergency exit capability.

Minimum bedroom ceiling height is 7'6" or local code, whichever is greater, sloping ceilings may not slope to lower than five feet in the 70 square foot area.

## **Modifications**

Modifications or adaptations to a unit due to disability must meet all applicable HQS and building codes.

Extension for repair items not required by HQS will be granted for modifications/adaptations to the unit if agreed to by the family and owner. HABC will allow execution of the HAP contract if unit meets all requirements, and the modifications do not affect the livability of the unit.

## **G. EMERGENCY REPAIR ITEMS**

The following items are considered of an emergency nature and must be corrected by the owner or family (whoever is responsible) within 24 hours of notice by the inspector.

- Lack of security for the unit
- Waterlogged ceiling in imminent danger of falling
- Major plumbing leaks or flooding
- Natural gas leak or fumes
- Electrical problem which could result in shock or fire
- Utilities not in service
- No running hot water
- Lack of functioning toilet (when the unit only has one toilet)
- Lack of heat (when outside temperature is below 50 degrees Fahrenheit)
- Missing or inoperable smoke detector / carbon monoxide detector

HABC will give an extension of not more than 12 hours when the responsible party cannot be notified, or it is impossible to correct the repair within the 24-hour period.

In cases where there is leaking gas or potential of fire or other threat to public safety, and the responsible party cannot be notified or it is impossible to make the repair, the proper authorities will be notified by HABC.

If the emergency repair item(s) are not corrected within the time period required by HABC, and the owner is responsible, the Housing Assistance Payment will be abated, and the HAP contract will be terminated.

If the emergency repair item(s) are not corrected within the time period required by HABC and it is an HQS breach, which is a family obligation, HABC begin the process to terminate assistance to the family.

### **Smoke Detectors**

Inoperable smoke detectors are a serious health threat and will be treated by HABC as an emergency (24-hour) fail item.

If the smoke detector is not operating properly, HABC will contact the owner and request correction within 24 hours. HABC will re-inspect the unit the following day or receive written confirmation of the correction.

If HABC determines that the family caused the violation (by removing batteries or other means), the family will be required to repair the smoke detector within 24 hours and HABC will re-inspect the unit the following day or receive written confirmation of the correction.

HABC will issue a written warning to any family determined to have purposely disconnected the unit's smoke detector. The warning will state that deliberate disconnection of the housing unit's smoke detector is a health and safety hazard and is considered an violation.

## **H. OWNER RESPONSIBILITIES**

When a unit fails to meet Housing Quality Standards, and the owner is responsible for completing the necessary repair(s) in the time period specified by HABC, the HAP payment will be abated.

### **Abatement**

If the owner makes repairs during the abatement period, payment will resume on the day the unit passes inspection.

No retroactive payments will be made to the owner for the period the housing assistance is abated. The family is not responsible for HABC's portion of the rent that is abated. However, the family is responsible to continue to pay their portion of rent to the owner.

HABC will grant an extension in lieu of abatement in the following cases:

- There is an unavoidable delay in completing repairs due to difficulties in obtaining parts or contracting for services
- The owner makes a good faith effort to make the repairs
- The repairs are expensive (such as exterior painting or roof repair) and the owner needs time to obtain the funds
- The repairs must be delayed due to climate conditions

The extension will be made for a period not to exceed 30 days. At the end of that time, and at HABC discretion, if the work is not completed, HABC will begin the abatement.

## **Termination of Contract**

If the owner is responsible for repairs and fails to correct all the deficiencies cited prior to the end of the abatement period, the owner will be sent a HAP Contract Proposed Termination Notice. Prior to the effective date of the termination, the abatement will remain in effect.

If repairs are completed before the effective termination date, the termination may be rescinded by HABC.

## **I. DETERMINATION OF RESPONSIBILITY**

Certain NSPIRE deficiencies are considered the responsibility of the family:

- Family-paid utilities not in service
- Failure to provide or maintain family-supplied appliances
- Damage to the unit or premises caused by a household member or guest beyond normal wear and tear

“Normal wear and tear” is defined as items which could be charged against the family’s security deposit under state law or court practice.

### **The owner is responsible for all other HQS violations.**

The owner is responsible for vermin infestation even if caused by the family’s living habits. However, if such infestation is serious and repeated, it may be considered a lease violation, and the owner may evict for repeated violations of the lease. HABC may terminate the family’s assistance on that basis.

The inspector will decide of owner or family responsibility during the inspection. The owner or family may appeal this determination to a mediator within three days of the inspection.

If the family is responsible but the owner carries out the repairs, the owner will be encouraged to bill the family for the cost of the repairs and the family’s file will be noted.

## **J. CONSEQUENCES IF FAMILY IS RESPONSIBLE**

If HQS violations are determined to be the responsibility of the family, HABC will require the family to make any repair(s) or corrections. If the repair(s) or correction(s) are not made in this time period, HABC will terminate assistance to the family, after providing an opportunity for an informal hearing.

The Executive Director or the Director's designee must approve extensions in these cases.

If the family is responsible and corrections are not made, the HAP Contract will terminate when assistance is terminated.

#### **K. OCCUPANCY STANDARDS**

HQS Guidelines for minimum/maximum occupants. These guidelines are for an average unit. If there is a den, dining room or other room that may be used for sleeping in addition to the living room, these standards may be increased. For example, a two-bedroom house with a living room and a den may have room for up to eight persons without violating HQS space requirements.

<b>Unit Size</b>	<b>Minimum No. in Household</b>	<b>Maximum No. in Household</b>
<b>Single Room Occupancy</b>	<b>1</b>	<b>1</b>
<b>0 – Bedroom</b>	1	2
<b>1 – Bedroom</b>	1	4
<b>2 – Bedroom</b>	2	6
<b>3 – Bedroom</b>	3	8
<b>4 – Bedroom</b>	4	10
<b>5 – Bedroom</b>	5	12

## **CHAPTER 14**

### **RE-EXAMINATIONS**

At least annually, HABC will conduct a re-examination of Family information, in accordance with HUD regulations. Families will be provided accurate annual and interim rent adjustments. Re-examinations and interim examinations will be processed in a manner that ensures families are given reasonable notice of rent increases.

#### **A. ANNUAL ACTIVITIES [24 CFR §882.515(a)]**

Families are required to provide information on income, assets greater than \$50,000, deductions, and family composition at least annually. HABC will maintain a re-examination tracking system to mail the Recertification packet within 120 days in advance. HABC will also mail the notice to a third party, if requested, and verified, as reasonable accommodation for a person with disabilities.

HABC may conduct face-to-face, electronic or mail-in annual recertifications, as their discretion. Exceptions will be granted if required to provide reasonable accommodation to participants with disabilities or to assist elderly clients.

#### **Requirements to Attend**

If an in-person recertification is to be performed, the head of household, spouse, or Co-Head, must attend the interview and bring the completed packet and all required documentation. All other adults must sign the forms before the appointment and submit all required documentation.

If the family fails to attend a re-examination interview and has not rescheduled or made prior arrangements with HABC, a second appointment will be scheduled.

If the family fails to appear for a second re-examination interview and has not rescheduled or made prior arrangements, HABC will initiate program termination in accordance with HUD regulations and described in Chapter 20 of this Plan.

The Executive Director or the Director's designer may make exceptions to these policies for those families with a documented emergency and/or approved reasonable accommodation request.

## **Documents Required from the Family**

The re-examination notice to the family will include instructions for the family to bring in the following documentation along with their Application and Request for Continuation forms:

- Documentation of all assets (if applicable)
- Documentation of any deductions/allowances
- Documentation to support all income sources for all family members.

HABC will follow the verification procedures and guidelines described in this Plan. Verifications for re-examinations must be less than 120 days old.

**Subsidy Standards.** The family's household composition will be reviewed, and the Voucher size will be adjusted if required, per HABC's Subsidy Standards.

**Criminal Background Checks.** A criminal background check will be performed for household members who have reached the age of 18 (and have not had one) at the next reexamination.

Zero-income families: Unless the family has income that is excluded for rent computation (e.g. the family receives state funding for the care of foster children), families reporting zero income will have their circumstances examined every 90 days until they have a stable income. As required by federal regulations, monetary or non-monetary contributions from persons not residing in the dwelling unit for any purpose other than the payment or reimbursement of medical expenses shall be considered income. **24 CFR § 5.609**

## **B. REPORTING INTERIM CHANGES**

Residents are required to report all changes in family composition, income, or status to the Housing Authority of Bexar County calendar days of the occurrence. Failure to report within the 10 calendar days may result in a retroactive rent increase, but not a retroactive credit or rent reduction and may result in lease termination. To qualify for rent reductions, residents must report income decreases promptly.

Complete verification of the circumstances applicable to rent adjustments must be documented and approved according to HABC's Verification Procedure 24 CFR § 960.259(c).

HABC may make a determination that the resident's failure to report information timely was due to circumstances outside of the family's control and that the adjustment in Tenant Rent will be implemented retroactively.



Situations that may warrant a retroactive rent decrease might include late reporting due to (but not limited to): Medical emergency, Natural disaster, and/or Disruptions to PHA operations. When the determination is made that the failure to report timely was outside of the family's control, then a retroactive decrease may be applied beginning on the later of the first of the month following the date of the actual decrease in income. Under the HOTMA regulations, PHAs are not required to perform interim rent adjustments if they believe that the difference in a family's annual income (either an increase or a decrease) will amount to a difference of less than 10 percent.

In addition, PHAs may decline to do interim adjustments in the last 3 months before a family's annual reexamination. If failing to perform an interim adjustment will make it impossible for a family to pay rent, the PHA may conduct the interim adjustment in the last 3 months before the reexamination. HABC wishes to encourage families to improve their economic circumstances, so some changes in family income between reexaminations will not result in a rent change. PHA will process interim changes in rent in accordance with the chart below:

**5. HABC will process interim changes in rent in accordance with the chart below:**

- 
- |                    |   |
|--------------------|---|
| a. INCOME CHANGE - | Decrease in income for any reason, except for decrease that lasts less than 30 days, is subject to Imputed Welfare Income rules <sup>19</sup> , or will decrease annual income by less than 10 percent. |
| HABC ACTION -      | Process interim rent reduction if income decrease lasts more than 30 days, is not subject to Imputed Income rules or is more than 10 percent of annual income. 24 CFR § 5.609                           |
- 
- |                    |   |
|--------------------|---|
| b. INCOME CHANGE - | Increase in verified family deductions.   |
| HABC ACTION -      | Process interim rent reduction if income decrease will last more than 30 days and reduces annual income by more than 10 percent. 24 CFR § 5.609 |
- 
- |                    |   |
|--------------------|---|
| c. INCOME CHANGE - | Increase in income following PHA granting interim rent decrease.                  |
| HABC ACTION -      | Process interim rent increase for income increases after interim rent reductions. |

- 
- d. INCOME CHANGE - Increase in earned income from the employment of a current household member.

HABC ACTION - Defer rent increase until next regular reexam unless the family has had an interim rent reduction in the reexam period. 24 CFR§ 960.255

- 
- e. INCOME CHANGE - Increase in unearned income (e.g., COLA adjustment for social security).

HABC ACTION - Defer rent increase to the next regular reexam unless the increase is more than 10 percent of annual income.

- 
- f. INCOME CHANGE - Increase in income because a person with income (from any source) joins the household.

HABC ACTION - Conduct an Interim Redetermination of the family's income and raise the rent.

- 
- g. INCOME CHANGE - Increase in income because Tenant misrepresented income or deductions.

HABC ACTION - Conduct an Interim Redetermination of the family's income and raise the rent retroactively to the date of the misrepresentation.

- 
- h. INCOME CHANGE - Increase in monetary or non-monetary income after Resident claims zero income.

HABC ACTION - Process an interim rent increase.

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HABC will process an interim increase in rent only if:

- a. The change in income will be a decrease or increase of more than 10 percent of annual income.
- b. The resident's income increases after the resident was granted an interim decrease in rent; or
- c. The resident has misrepresented or failed to report facts upon which rent is based, so the rent the resident is paying is less than it should have been.

- d. The resident reported zero income and has a verified increase in income (that may be a non-monetary contribution); or
- e. A person with income joins the household.

Complete verification of the circumstances applicable to rent adjustments must be documented and approved by HABC. 24 CFR § 960.259(c)

HABC will process interim decreases in rent as follows:

- a. When a decrease in income is reported, and PHA verifies that the decrease will last less than 30 days, an interim adjustment will not be processed.
- b. The PHA will not process interim rent decreases if the education in the annual income is less than 10 percent of annual income.
- c. Residents reporting decreases in income that are expected to last more than 30 days will have an interim adjustment processed except in the three months before the family's next regular reexamination.

Residents granted a reduction in rent are required to report for special reexaminations at intervals determined by the Housing Manager. Reporting is required until income increases, or it is time for the next regularly scheduled reexamination, whichever occurs first. Complete verification of the circumstances applicable to rent adjustments must be documented and approved according to DHA's Procedure on Verification of Information 24 CFR § 960.259(c).

### **C. INCOME CHANGES DUE TO WELFARE PROGRAM REQUIREMENTS**

If Residents experience a decrease in income from public assistance because their grant is reduced or terminated for one of the two following reasons, their rent will not be reduced:

- a. Welfare department has reduced the grant because of welfare fraud;
- b. Welfare department has reduced the grant because the family failed to comply with economic self-sufficiency requirements.

If a Voucher Client challenges the welfare department's reduction of their grant, an interim reduction in rent will not be processed until the matter is settled by the welfare department.

If the welfare department upholds the grant reduction, the Resident shall owe a retroactive rent on the interim rent reduction granted above. If the welfare department overturns the grant reduction, no retroactive balance is owed.

**A. Interim Changes in Family Composition**

1. All changes in family composition must be reported within 10 days of occurrence. Certain types of changes do not require DHA advance approval, but they must be reported within 10 days if occurrence, including:
  - a. Someone listed on the lease leaving the unit; or
  - b. Birth, adoption, or court-awarded custody of a child.
2. Additions of the following person(s) must be requested in writing and require written approval from HABC before the person(s) may move into the apartment:
  - a. Adult family member (including a new spouse);
  - b. Foster child or children.
  - c. Foster adult.
  - d. Live-in aide; or
  - e. Child in kinship care.
3. All adults who are proposed for addition to a family or household must be screened by the housing operations department and, except for live-in aides, must not overcrowd the unit.
4. All requests to remove a household member (e.g. because of the member being involved in criminal activity that threatens the entire family with program termination), must be accompanied by substantial supporting documentation that the member to be removed from the assisted household now resides at another address. The members to be removed may appear at A in person to remove themselves or may provide documentation of their move to the HOH. Examples of such documentation could include utility bills in the name of the subject, canceled checks verifying payment of rent, driver's license indicating address is at a location corresponding to the utility billing or lease, or in their name at another location. The HOH will be given 10 days to provide such documentation. If the family member who is being removed is uncooperative and refuses to provide such documentation, the HOH must provide a written statement that describes why the member is being removed from the assisted household, and why no other documentation of that move is available.

If the HOH fails to respond with either supporting documentation or written statement, then the household will be recommended for termination of housing assistance.

### **Interim Re-examination Policy for Income Changes**

Participants are required to report all **increases** in earned and unearned income within ten (10) business days of the date the change takes effect, and HABC will process interim reexaminations to reflect those changes and recalculate the Total Tenant Payment. [24 CFR §982.55]

If the family share of the rent is to increase:

- The increase will be effective on the first of the month following a 30-day notice to the family from the date of processing.
- If a family fails to report a change within the required time frames or fails to provide all required information within the required time frames: The increase will be applied retroactively, to the date it would have been effective had the information been provided on a timely basis.

If the family does not report a decrease in income, they will continue to be responsible for their portion of the rent. Decreases in income must be verifiable and expected to be long-term or indefinitely.

If the family share of the rent is to decrease:

- The decrease will be effective on the first day of the month following the month in which the change was reported, and all required documentation was submitted in a timely matter
- If a family fails to report the change or fails to provide all required information: The decrease will be applied on the first of the month following the month in which the change has been reported and all required documents have been provided.

### **Child Support**

- Child Support will be calculated based on the court order or child support agency determination.
  - If the family claims a decrease in child support payments, they must provide a history of payments from the appropriate agency to prove that no payments have been received in the last 45 days.
  - The family is responsible for reporting within 10 business days the re-establishment of the payments.

- If no court order or agency determination is available, HABC will use a legal agreement or notarized statement between the parties for the calculation.
  - If the family claims a decrease in child support payments, they must certify that no payments have been received in the last 45 days and must provide a determination letter from the welfare assistance agency.

If an administrative calculation error was made at admission or annual reexam, an interim re-examination will be conducted, if necessary, to correct the error, but the family will not be charged retroactively. Families will be given decreases, when applicable, retroactive to when the decrease for the change would have been effective if calculated correctly.

#### **D. NOTIFICATION OF RECERTIFICATION RESULTS**

HABC will electronically transmit the required HUD form 50058 to MTCS (Multi-Tenant Characteristic System).

The Notice of Rent Change is mailed to the owner and the family. Signatures are not required by HABC. If the family disagrees with the rent adjustments, they may request an informal hearing within ten (10) business days of the notice being mailed.

HABC will notify the family and owner of any change in the Housing Assistance Payment to be effective according to the following guidelines:

- Increases in the Tenant Rent are effective on the first of the month, following at least thirty days' notice, if the family reported timely and submitted documentation timely.
- Decreases in the Tenant Rent are effective from the first of the month following the month in which the change is reported.

The change may be implemented based on documentation provided by the family, pending third party written verification.

#### **Procedures when the Change is Not Reported by the Family in a Timely Manner.**

If the family does not report the change as described under Timely Reporting, the family will have caused an unreasonable delay in the interim re-examination processing and the following guidelines will apply:

- Increase in Tenant Rent will be effective retroactive to the date it would have been effective had it been reported on a timely basis. The family will be liable for any overpaid housing assistance and may be required to make a lump sum payment. Ref repayment agreement section.
- Decrease in Tenant Rent will be effective on the first of the month following the month that the change was reported.

**E. MISREPRESENTATION OF FAMILY CIRCUMSTANCES**

If any participant deliberately misrepresents the information on which eligibility or tenant rent is established, HABC will terminate assistance and may refer the family file/record to the proper authorities for appropriate disposition.

## **CHAPTER 15**

### **MOVES WITH CONTINUED ASSISTANCE/PORTABILITY**

Families may move with continued assistance to another housing unit, as described in this chapter.

#### **A. ALLOWABLE MOVES**

A family may move to a new unit with continued assistance if:

1. The assisted lease was terminated by mutual agreement of the owner and family, or the HAP contract was terminated by HABC for owner breach.
2. The owner has given the family 30 to 60-day written notice to vacate, or has commenced an action to evict the tenant, or has obtained a court judgment or other process allowing the owner to evict the family.
3. The family has given proper written notice of lease termination (and if the family has a right to terminate the lease).

#### **B. RESTRICTIONS ON MOVES**

Families will not be permitted to move during the initial year of assisted occupancy. Families will not be permitted to move more than once in a 12-month period or between recertification, unless approved at the discretion of the Executive Director or the Director's designee.

HABC will deny permission to move if there is insufficient funding for continued assistance thus creating a financial burden on the agency.

HABC will deny permission to move if:

1. The family has violated a Family Obligation.
2. The family has outstanding debts owed to a PHA.
3. The family has moved from their assisted unit in violation of the lease.

The Executive Director or the Director's designee may make exceptions to these restrictions if there is an urgent need for the move over which the participant has no control.

#### **C. PROCEDURE FOR MOVES**

The family can decide to move to another unit by giving proper notice to the owner and HABC after the first year of the term of the lease, if the family has not violated their voucher, no outstanding debts are owed to any PHA and provided that funding is available.



### **Issuance of Voucher**

Subject to the restrictions on moves, if the family has not been re-examined within the last 12 months, due to PHA error, HABC will issue the voucher to move after conducting the re-examination.

If the family does not locate a new unit, they may remain in their current unit so long as HABC and the owner permits. The owner and family are required to complete and submit a "request for tenancy approval".

If the family locates a new unit, the family will be required to submit another "request for approval of tenancy," and two leases. This means another re-examination will be conducted and a new inspection date will be scheduled.

### **Notice Requirements**

The family must give the owner the proper written notice of their intent to vacate as specified in the lease and must give a copy to HABC simultaneously.

### **Time of Contract Change**

A move within the same building or project, or between buildings owned by the same owner, will be processed like any other move except that there will be no overlapping assistance.

For a move, assistance stops at the old unit at the end of the month in which the family ceased to occupy, unless prior notice was given to end a lease midmonth. Assistance will start on the new unit on the first of the following month.

## **D. PORTABILITY**

Portability applies to families moving out or into HABC's jurisdiction within the United States and its territories.

## **E. OUTGOING PORTABILITY**

Within the limitations of the regulations and this policy, a participant family has the right to receive housing assistance to lease a unit outside HABC's jurisdiction. When a family requests to move outside of HABC's jurisdiction, the request must specify the area to which the family wants to move.

## **Restrictions on Portability**

### **Applicants**

If the applicant family did not live within HABC's jurisdiction at the date of their initial application for assistance, the family will not be permitted to exercise portability upon initial issuance of a voucher.

Upon initial issuance of a voucher the family must be income eligible under the receiving PHA income limits during the initial 12-month period after admission to the program.

### **Participants**

After an applicant has leased-up in the jurisdiction of the initial housing agency, they cannot exercise portability during the first year of assisted occupancy, except in the following circumstances:

- The receiving and initial PHA agree to allow the move.
- The family's move relates to an opportunity for education, job training or employment.

## **F. INCOMING PORTABILITY**

### **Absorption or Administration**

HABC will accept a family with a valid Voucher from another jurisdiction and administer or absorb the Voucher. Incoming portable vouchers may be absorbed at the discretion of Executive Director or the Director's designee. HABC may grant extensions, in accordance with this Administrative Plan.

For admission to the program a family must be income eligible in the area where the family initially leases a unit with assistance under the program.

A Criminal History and Background Check will be conducted for all adult Family members.

New applicants to the HCV program will be processed for eligibility, according to Chapter 6, Eligibility Requirements.

HABC will issue a "Portability Voucher" according to its own Subsidy Standards. If the Family has a change in family composition, which would change the Voucher size, HABC, will change to the proper size based on its own Subsidy Standards.

## **Income and Total Tenant Payment of Incoming Portables**

As the receiving PHA, HABC will conduct a re-examination interview, but only verify the information provided if the documents are missing or are over 120 days old, whichever is applicable, or there has been a change in the family's circumstances.

## **Requests for Approval of Tenancy**

A briefing will be mandatory for all portability families, the briefing can be conducted in face to face or via conference call, as HABC discretion.

When the Family submits a Request for Approval of Tenancy, it will be processed by HABC's policies. If the Family does not submit a Request for Approval of Tenancy or does not execute a lease, the initial PHA will be notified within 10 working days by HABC.

If the Family leases up successfully, HABC will notify the Initial PHA within 10 working days and the billing process will commence.

HABC will notify the initial PHA if the family fails to submit a request for approval of tenancy for an eligible unit within the term of the voucher.

If HABC denies assistance to the family, HABC will notify the initial PHA within 10 days and the family will be offered a review or hearing.

HABC will notify the Family of its responsibility to contact the initial PHA if the Family wishes to move outside of HABC's jurisdiction under continued portability.

## **Regular Program Functions**

HABC will perform all program functions applicable the tenant-based assistance program, such as:

- Annual re-examination of family income and composition;
- Annual inspection of the unit; and
- Interim examinations when requested or deemed necessary by HABC.

## **Terminations**

HABC will notify the initial PHA in writing of any termination of assistance within 30 days of the termination. If an informal hearing is required and requested by the Family, the hearing will be conducted by HABC, using the hearing procedures included in this Plan. A copy of the hearing decision will be furnished to the initial PHA.

The initial PHA will be responsible for collecting amounts owed by the Family for claims paid and for monitoring repayment. If the initial PHA notifies HABC that the Family is in arrears, or the Family has refused to sign a Payment Agreement; HABC will terminate assistance to the family.

### **Required Documents**

As receiving PHA, HABC will require the documents listed on the HUD Portability Billing Form from the initial PHA.

### **Billing Procedures**

As receiving PHA, HABC will bill the initial PHA the first of each month for Housing Assistance Payments. The billing cycle for other amounts, including Administrative Fees and Special Claims will be monthly unless requested otherwise by the initial PHA.

HABC will bill 100% of the Housing Assistance Payment, 100% of Special Claims and 80% of the Administrative Fee (at the initial PHA's rate) for each "Portability" Voucher leased as of the first day of the month.

HABC will notify the initial PHA of changes in subsidy amounts and will expect the initial PHA to notify HABC of changes in the Administrative Fee amount to be billed.

## CHAPTER 16

### PROGRAM RESPONSIBILITIES

#### **A. HABC RESPONSIBILITIES**

1. Maintains waitlists, conducts program screening, reviews applications and certifies program eligibility;
2. Inspects and certifies that the housing unit meets Housing Quality Standards (HQS) and approves units for leasing and contracts;
3. Determines housing assistance amounts and pays Housing Assistance Payments to the owner on behalf of the family;
4. Explains and provides information about program policies and procedures to current and prospective owners and families;
5. Performs annual and interim examinations of household composition and income;
6. Monitors program performance and compliance of participants and owners; and
7. Abides by all federal, state and local regulations and Fair Housing laws.

#### **B. FAMILY OBLIGATIONS (24 CFR §982.551)**

1. The family is responsible under the HCV program for:
  - a. Supplying any information that the PHA or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status (as provided).
  - b. Supplying any information requested by the PHA or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements.
  - c. Disclosing and verifying social security numbers and signing and submitting consent forms required by the program.
2. **HQS breach caused by family.** The family is responsible for an HQS breach caused by the family as described in 24 CFR §982.404(b).
  - a. The family fails to pay for any utilities that the owner is not required to pay for, but which are to be paid by the family;

- b. The family fails to provide and maintain any appliances that the owner is not required to provide, but which are to be provided by the family;
  - c. Any member of the household or guest damages the dwelling unit or premises (damages beyond ordinary wear and tear).
  - d. If an HQS breach caused by the family is life threatening, the family must correct the defect within no more than 24 hours. For other family-caused defects, the family must correct the defect within no more than 30 calendar days (or any PHA-approved extension).
  - e. If the family has caused a breach of the HQS, the PHA must take prompt and vigorous action to enforce the family obligations. The PHA may terminate assistance for the family in accordance with 24 CFR §982.552.
3. **Allowing PHA inspection.** The family must allow the PHA to inspect the unit at reasonable times and after reasonable notice.
4. **Violation of lease.** The family may not commit any serious or repeated violation of the lease.
5. **Family notice of move or lease termination.** The family must notify the PHA and the owner before the family moves out of the unit or terminates the lease on notice to the owner. (See 24 CFR §982.314(d)).
6. **Owner eviction notice.** The family must promptly give the PHA a copy of any owner eviction notice.
7. **Use and occupancy of unit.**
- a. The family must use the assisted unit for residence by the family. The unit must be the family's only residence.
  - b. The composition of the assisted family residing in the unit must be approved by the PHA. The family must promptly inform the PHA of the birth, adoption or court-awarded custody of a child. The family must request PHA approval to add any other family member as an occupant of the unit. No other person [i.e., nobody but members of the assisted family] may reside in the unit (except for a foster child or live-in aide).
  - c. The family must promptly notify the PHA if any family member no longer resides in the unit.

- d. If the PHA has given approval, a foster child or a live-in-aide may reside in the unit. The PHA has the discretion to adopt reasonable policies concerning residence by a foster child or a live-in-aide and defining when PHA consent may be given or denied.
  - e. 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.
  - f. The family must not sublease or let the unit.
  - g. The family must not assign the lease or transfer the unit.
8. **Absence from unit.** The family must supply any information or certification requested by the PHA to verify that the family is living in the unit, or relating to family absence from the unit, including any PHA-requested information or certification on the purposes of family absences. The family must cooperate with the PHA for this purpose. The family must promptly notify the PHA of absence from the unit.
7. **Interest in unit.** The family must not own or have any interest in the unit.
8. **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.
9. **Crime by household members.** The members of the household may not engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises (see 24 CFR §982.553).
10. **Alcohol abuse by household members.** The members of the household must 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.
11. **Other housing assistance.** An assisted family, or members of the family, may not receive Housing Choice Voucher/Section 8 housing assistance while receiving another housing subsidy under any duplicative (in accordance with HUD requirements) federal, State, or local housing assistance program.

**C. OWNER RESPONSIBILITIES (24 CFR §982.452)**

The owner is responsible for performing all of the owner obligations under the HAP contract and the lease.

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. For provisions on family maintenance responsibilities (see 24 CFR §982.404(a)(4)).
3. Complying with equal opportunity requirements.
4. Preparing and furnishing to the PHA information required under the HAP contract.
5. Collecting from the family:
  - a. Any security deposits.
  - b. The family 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 owner-provided utilities and services.
8. For provisions on modifications to a dwelling unit occupied or to be occupied by a disabled person, see 24 CFR §100.203.

**D. COMPLAINTS TO HABC**

HABC will promptly respond to complaints from families, owners, employees, and members of the public. All complaints must be in writing.

When a family disagrees with an action or inaction of HABC, or owner, the individual will be advised to provide a written complaint to the Executive Management for review and resolution. If the complaint cannot be resolved at that level, it will be referred to the Executive Director for closure.



If an owner disagrees with an action or inaction of HABC or a program participant, the individual will be advised to provide a written complaint to the Executive Management for review and resolution. If the complaint cannot be resolved, it will be referred to the Executive Director for closure.

### **Complaints from the general public**

Complaints or referral from persons in the community in regard to HABC or a program participant are forwarded to the Executive Manager. If not resolved at that level, a referral will be made to the Executive Director.

### **E. DISAPPROVAL OF AN OWNER**

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

HABC will disapprove the owner for the following reasons:

- HUD or any other agency directly related has informed HABC that the owner has been disbarred, suspended, or subject to a limited denial of participation under 24 CFR part 24.
- HUD has informed HABC 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 actions pending.
- HUD has informed HABC that a court or administrative agency has determined that the owner has violated the Fair Housing Act or other federal equal opportunity requirements.

Unless their lease was effective prior to June 17, 1998, the owner may not be a parent, child, grandparent, grandchild, sister, or brother of any family member. HABC will waive this restriction as a reasonable accommodation for a family member who is a person with a disability.

In cases where the owner and family bear the same last name, HABC at its discretion will require the owner and family to certify whether they are related to each other in any way.

- The owner has violated obligations under a Housing Assistance Payments contract under Section 8 of the 1937 Act (42 U.S.C. 1437f).
- The owner has committed fraud, bribery, or any other corrupt act in connection with any federal housing program.

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

#### **F. OWNER RESTRICTIONS AND PENALTIES**

If an owner has committed fraud or abuse or is guilty of frequent or serious contract violations, HABC restricts the owner from future participation in the program for a period of time commensurate with the seriousness of the offense. HABC will also terminate some or all contracts with the owner.

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

## **G. CHANGES IN OWNERSHIP**

The HAP contract cannot be assigned to a new owner without the prior written consent of HABC. The previous owner must notify HABC in writing within 60 days prior to a change in the legal ownership of the unit. The new owner must supply all information and documentation as requested by HABC, included, but not limited to a written request with name and address of the new HAP

payee, the effective date of the assignment, copy of the escrow statement or other document showing the transfer of title, recorded deed, the Employee Identification Number or Social Security Number and copy of a current photo identification. The new owner must agree to be bound by and comply with the HAP contract. The agreement between the new owner and the former owner must be in writing and in a form that HABC finds acceptable. The new owner must provide HABC with a copy of the executed agreement.

The change of ownership must be approved by HABC in order to change the HAP payee under an outstanding HAP contract. Within ten (10) business days of receiving the owner's request if the change is approved HABC will inform the current and new owner whether the assignment may take place. If the new owner is denied HABC will terminate the contract with the previous owner.

If the new owner does not want an assignment of the contract, HABC will terminate the contract with the previous owner, and the new owner may offer the family a new lease agreement or provide a 60-day notice to move. The family may elect to enter into the new lease or move to another unit.

## **H. OWNER OR FAMILY DEBTS OWED**

It is the policy of HABC to meet the informational needs of owners and families, and to communicate the program rules in order to avoid owner and family debts. Before a debt is assessed against the family or owner, the file must contain documentation to support HABC's claim that the debt is owed. HABC will make every effort to collect any debts owed. A variety of collection tools will be used to recover any debts including but not limited to:

- Requests for lump sum payments
- Civil suits
- Payment agreements
- Abatements
- Reduction in HAP to owner
- Collection agencies
- Credit bureaus

## **1. Family Debts**

### **a. Debts of \$1,500.00 or Less:**

If the family owes a balance of \$1,500 or less, HABC requires the family to repay its debt within 12 months of the execution of the repayment agreement. If HABC calculates monthly repayments that, due to the 40% threshold limitation, will not allow for the debt to be paid in full within 12-month period, HABC will require the family to pay the difference of the full debt amount and the sum of 12 months repayments, within 10 days of the execution date of the repayment agreement.

For example, if a family owes a debt in the amount of the \$1,000 and HABC calculates monthly repayments not to exceed \$50 ( $\$50 \times 12$  months = \$600) HABC will require the family to pay a down payment of \$400 ( $\$1,000 - \$600 = \$400$ ) within 10 business days of the date on the repayment agreement. Failure to pay down payment within 10 business days of the executive date of the repayment agreement is considered a breach of the repayment agreement.

### **b. Debts greater than \$1,500.00:**

If the family owes a balance greater than \$1,500, HABC requires the family to repay its debt within 24 months of the execution of the repayment agreement. If HABC calculates monthly repayments that, due to the 40% threshold limitation, will not allow for the debt to be paid in full within a 24 -month period, HABC will require the family to pay the difference of the full debt amount and the sum of 24 monthly repayments, within 10 days of the execution date of the repayment agreement.

For example, if a family owes a debt in the amount of \$2,000 and HABC calculates monthly payments not to exceed \$50 ( $\$50 \times 24$  months = \$1,200) HABC will require the family to pay a down payment of \$800 ( $\$2,000 - \$1,200 = \$800$ ) within 10 business days of the date of execution of the repayment agreement.

Failure to pay the down payment within 10 business days of the execution date of the repayment agreement is considered a breach of the repayment agreement.

HABC will only accept payments by money order or cashier's check.

## **2. Late Payments**

A payment will be considered to be in arrears if the payment has not been received by the close of the business day on which the payment is due. If the due date is on a weekend or holiday, the due date will be at the close of the next business day.

The agreement will be in default and considered delinquent if not paid by the end of the month and the family will be sent a termination notice for non-compliance. Termination will proceed unless the full amount of the debt owed is paid within 5 business days of the termination notice.

Program participants will not be allowed to move with continued assistance until all debts are paid in full.

If a family owes an amount that equals or exceeds \$1,500.00 as a result of program fraud, the case will be referred to the Inspector General. Where appropriate, HABC will refer the case for criminal prosecution.

### **I. REPAYMENT AGREEMENTS FOR FAMILIES**

A Repayment Agreement may be used on occasion for persons who owe a debt to HABC. HABC will negotiate a reasonable monthly repayment amount with the family before the execution of the repayment agreement. HABC will not enter into a repayment agreement under the following circumstances:

- If the family already has a Repayment Agreement in place.
- If the family commits program fraud.

Families are required to reimburse the PHA if they were charged less rent than required by HUD's rent formula due to the family's underreporting or failure to report income. The tenant is required to reimburse the PHA for the difference between the tenant rent that should have been paid and the tenant rent that was charged. This rent underpayment is commonly referred to as retroactive rent. If the family refuses to enter into a repayment agreement or fails to make payments on an existing or new repayment agreement, the PHA **must** terminate the family's tenancy or assistance, or both. HUD does **not** authorize any PHA-sponsored amnesty or debt forgiveness programs.

All repayment agreements must be in writing, dated, signed by both the Head of Household, the Spouse/Co-Head (if any) 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:

- a. Reference to the paragraphs in the HCV information packet whereby the family is in non-compliance and may be subject to termination of tenancy or assistance, or both.
- b. The monthly retroactive rent repayment amount is in addition to the family's regular rent contribution and is payable to the PHA.
- c. The terms of the agreement may be renegotiated if there is a decrease or increase in the family's income.
- d. 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.

The monthly retroactive rent payment plus the amount of rent the family pays at the time the repayment agreement is executed should be affordable and not exceed 40 percent of the family's monthly adjusted income. However, HABC has the discretion to establish thresholds and policies for repayment agreements in addition to HUD required procedures.

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

- a. In a lump sum payment; or
- b. Monthly installment; or
- c. A combination of 1 or 2, above

#### **J. OWNER DEBTS**

If HABC determines that the owner has retained Housing Assistance Payments the owner is not entitled to, HABC will reclaim the amounts from future Housing Assistance Payments through other units under contract.

If future Housing Assistance Payments are insufficient to reclaim the amounts owed, HABC will:

- Enter into a Payment Agreement with the owner for the amount owed.
- Pursue collections through the local court system.
- Restrict the owner from future participation.

## **CHAPTER 17**

### **SPECIAL HOUSING TYPES 24 CFR §982.601**

HABC will permit the use of special housing types not to exceed 5% of the Authority's total allocation.

Special Housing Types will also be permitted when requested as reasonable accommodation for person with a disability.

#### **Verification of Need for Reasonable Accommodation**

Acceptable documentation as verification of the need for reasonable accommodation would be a letter to HABC describing how the special housing type requested provides the accommodation for which the person is in need. The HCV Manager or designee will review the request and documentation. A written response stating approval or disapproval will be sent to the applicant/participant within 5 working days of receipt of the request.

A copy of HABC's response with supporting documentation will be maintained in the applicant/participant's file. The requested housing type must be approved by all other HUD standards and HQS requirements in accordance with 24 CFR 982 Section M - Special Housing Types.

#### **A. SINGLE ROOM OCCUPANCY (24 CFR §982.602, 603, 604)**

HABC will use a separate lease and Housing Assistance Payments contract for each assisted person residing in a SRO.

##### **SRO Rent and Housing Assistance Payments**

The payment standard for SRO housing is 75% of the zero-bedroom SAFMR.

##### **Voucher Program**

HABC SRO payment standard is 75% of the zero-bedroom payment standard schedule. For a person residing in an exception area, the payment standard is 75% of the HUD approved zero-bedroom exception standard amount. While an assisted person resides in SRO housing, the SRO payment standard must be used to calculate the Housing Assistance Payment.

##### **Utility Allowance**

The utility allowance for an assisted person residing in SRO housing is 75% of the zero-bedroom utility allowance.

### **Housing Quality Standards**

HABC will ensure that all SRO units approved for the program are in compliance with all of the Housing Quality Standards for SRO's as regulated in 24 CFR 982.605.

### **B. CONGREGATE HOUSING ACT (24 CFR §982.606, 607)**

An elderly person or a person with disabilities may reside in a congregate housing unit.

- 1. Lease** - For congregate housing there will be a separate lease and HAP contract for each assisted family.
- 2. Payment Standard** - Unless there is a live-in aide, the payment standard for a family that resides in a congregate housing unit is the zero-bedroom payment standard on HABC payment standard schedule. However, if there are two or more rooms in the unit (not including kitchen or sanitary facilities), the payment standard for a family that resides in a congregate housing unit is the one-bedroom payment standard amount.
- 3. Live-In Aid** - HABC will approve a live-in aide, if needed as a reasonable accommodation, so that the program is readily accessible to and usable by persons with disabilities. If there is a live-in aide, the live-in aide will be counted in determining the family unit size.
- 4. HQS** - HABC will ensure that all congregate housing units approved for the program are in compliance with all of the Housing Quality Standards for congregate housing as regulated in 24 CFR 982.609.

### **C. GROUP HOMES (24 CFR §982.610, 611, 612, 613)**

A group home must be licensed, certified, or otherwise approved in writing by the State, or the State's licensing department.

An elderly person or a person with disabilities may reside in a State-approved group home. If approved by HABC, all live-in aide may reside with a person with disabilities.

HABC must approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities. Except for a live-in aide, all residents of a group home must be elderly persons or persons with disabilities.



HABC will not approve assistance for a person to live in a group home if file documentation indicates that the person needs continual medical or nursing care.

No more than twelve people may reside in a group home. This limit covers all persons who reside in the unit, including assisted and unassisted residents and any live-in aide.

### **Group Home Lease and HAP Contract**

There will be a separate HAP contract and lease for each person living in a group home. For a group home the term "pro-rata portion" means that which is derived by dividing the number of persons in the assisted household by the total number of residents (assisted and unassisted) residing in the group home. The number of persons in the assisted household equals one assisted person plus any HABC approved live-in aide.

### **Group Home Rent and HAP Contract**

The rent to owner for an assisted person may not exceed the pro-rata portion of the reasonable rent for the group home.

The reasonable rent for a group home is determined in accordance with 24 CFR §982.503. In determining reasonable rent HABC will consider whether sanitary facilities, and facilities for food preparation and service, are common facilities or private.

### **Maximum Subsidy**

Unless there is a live-in aide, the family unit size is zero bedroom. If there is a live-in aide, the live-in aide will be counted in determining the family unit size.

The payment standard for a person who resides in a group home is the lower of the payment standard for the family unit size; or the pro-rata portion of the payment standard amount on HABC payment standard schedule for the group home size.

### **Utility Allowance**

The utility allowance for each assisted person residing in a group home is the pro-rata portion of the utility allowance for the group home unit size.

### **Housing Quality Standards**

HABC will ensure that all group home units approved for the program are in compliance with all of the Housing Quality Standards for group homes as regulated in 24 CFR §982.614.

**D. SHARED HOUSING (24 CFR §982.615)**

**Occupancy**

An assisted family may reside in shared housing. In shared housing, an assisted family may share a unit with another resident or residents of a unit. The unit may be a house or an apartment.

HABC may approve a live-in aide to reside with a family to care for a person with a disability. HABC must approve a live-in aid if needed as a reasonable accommodation so that the program is readily accessible to and usable by person with disabilities.

Other people who are assisted or not assisted under the tenant-based program may reside in a shared housing unit. The owner of a shared housing unit may reside in the unit.

A resident owner may enter into a HAP contract with HABC. However, housing assistance may not be paid on behalf of an owner. HABC will not approve assistance for a person or family that is related by blood or marriage to a resident owner.

There will be a separate Housing Assistance Payment contract and lease for each assisted family residing in a shared housing unit.

**Rent and HAP Contract**

For shared housing, the term "pro-rata portion" means the ratio derived by the number of bedrooms in the private space available for occupancy by a family by the total number of bedrooms in the unit. For example, for a family entitled to occupy three bedrooms in a five-bedroom unit, the ratio would be 3/5.

The rent to owner for the family may not exceed the pro-rata portion of the reasonable rent for the shared housing dwelling unit. The reasonable rent must be in accordance with the guidelines set in the "Owner Rents, Rent Reasonableness, and Payment Standards" chapter.

**Maximum Subsidy**

The payment standard for a family that resides in shared housing will be the lower of HABC's payment standard for the family unit size, or the pro-rata portion of the payment standard for the shared housing unit size.

If HABC approves a live-in aide, the live-in aide will be counted in determining the family unit size.

### **Utility Allowance**

The utility allowance for an assisted family living in shared housing is the pro-rata portion of the utility allowance for the shared housing unit.

### **Housing Quality Standards**

HABC will ensure that all shared housing units approved for the program are in compliance with all of the Housing Quality Standards for shared housing as regulated in 24 CFR §982.618.

## **E. COOPERATIVE HOUSING (24 CFR §982.619)**

HABC will approve a family living in cooperative housing if it is determined that assistance under the program will help maintain affordability of the cooperative unit for low-income families. HABC will not approve assistance for a family in cooperative housing until it has been determined that the cooperative has adopted requirements to maintain continued affordability for low-income families after transfer of a cooperative member's interest in a cooperative unit (such as a sale of the resident's share in a cooperative corporation).

The reasonable rent in cooperative housing is determined in accordance with "Owner Rents, Rent Reasonableness, and Payment Standards" chapter. For cooperative housing, the rent to owner is the monthly carrying charge under the occupancy agreement/lease between the member and the cooperative.

The carrying charge consists of the amount assessed to the member by the cooperative for occupancy of the housing. It includes the member's share of the cooperative debt service, operating expenses, and necessary payments to cooperative reserve funds. However, the carrying charge does not include down payments or other payments to purchase the cooperative unit, or to amortize a loan to the family for this purpose. Gross rent is the carrying charge plus any utility.

For a cooperative, rent adjustments are applied to the carrying charge as determined in "Owner Rents, Rent Reasonableness, and Payment Standards" chapter.

The lease and other appropriate documents will stipulate the monthly carrying charge is subject to HCV limitations on rent to owner. The Housing Assistance Payment will be determined in accordance with the guidelines in "Owner Rents, Rent Reasonableness, and Payment Standards" chapter.

HABC may approve a live-in aide to reside with the family to care for a person with disabilities. HABC will approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities. If HABC approves a live-in aide the live-in aide will be counted when determining the family unit size.

### **Housing Quality Standards**

HABC will ensure that all cooperative housing units approved for the program are in compliance with all of the Housing Quality Standards outlined in the "Housing Quality Standards and Inspections" chapter and regulated by 24 CFR 982.401.

### **F. MANUFACTURED HOMES (24 CFR §982.602, 621, 622)**

HABC will permit a family to lease a manufactured home and space with assistance under the program. HABC will not provide assistance for a family that owns the manufactured home and leases only the space.

### **Housing Quality Standards**

A manufactured home must meet all the HQS requirements outlined in the "Housing Quality Standards and Inspections" chapter and regulated by 24 CFR 982.401.

**In addition, the manufactured home also must meet the following requirements:**

- A manufactured home must be placed on the site in a stable manner and must be free from hazards such as sliding or wind damage.
- A manufactured home must be securely anchored by a tie-down device that distributes and transfers the loads imposed by the unit to appropriate ground anchors to resist wind overturning and sliding.

## **CHAPTER 18**

### **PROJECT-BASED VOUCHERS**

The Project-Based Voucher (PBV) law is Section 8(o)(13) of the United States Housing Act of 1937. The PBV regulations are 24 CFR Part 983. In the event of any conflict between the law and the regulations, the law governs. In the event of any conflict between the regulations and this Section 8 Administrative Plan, the regulations govern. There also may be PBV-related matters not addressed by this Section 8 Administrative Plan that are addressed by the law or regulations.

The PBV program allows HABC to take up to 20 percent of its authorized units under an Annual Contributions Contract (ACC) to enter into a HAP Contract with respect to providing Project-Based Voucher (PBV) [24 CFR 983.6]. The PBV assistance may be attached to existing housing or newly constructed or rehabilitated housing [24 CFR 983.52].

The Project-Based Voucher Program is consistent with HUD guidelines and rules, HABC Annual Plan and Strategic Five-Year Plan and HABC will operate a Project-Based Voucher program using up to 20 percent of its authorized units for project-based assistance.

#### **A. PROJECT-BASED VOUCHER SELECTION CRITERIA**

HABC will make Project-Based Voucher (PBV) funding available to Non-Profit and for-profit entities. HABC may also make funding available to projects in response to a request by, or in collaboration with, local government, philanthropic or other housing entities where they meet the criteria within the Selection Criteria outlined in this chapter.

HABC may not select a proposal for existing, newly constructed, or rehabilitated PBV housing unless HABC has determined the selected site is consistent with the goal of deconcentrating poverty, expanding housing and economic opportunities; determine that the site is suitable from the standpoint of facilitating and furthering full compliance with the applicable laws and regulations; and the site meet with the HQS standards at 24 CFR 982.401(I), the subsidy layering review and the environmental review, as applicable.

HABC may consider some or all of the following project selection criteria in evaluating proposals for Project-Based Vouchers (PBV):

1. Housing that serves families with children, consistent with the needs indicated by the HCV program waiting lists and/or other documented needs.
2. Housing that serves homeless households.
3. Housing that serves households with special needs, including, but not limited to;
  - a. People with mental and or developmental disabilities
  - b. People with physical and/or sensory disabilities
  - c. Domestic violence Survivor
  - d. Young adults that are aging out of foster care
4. Housing that reduces concentrations of poverty and or need by;
  - a. Serving very-low-income populations within mixed-income developments; or
  - b. Reducing concentration of poverty/need in existing buildings and developments.
5. Housing that provides opportunities to increase the diversity of Bexar County's neighborhoods.
6. Housing that provides an appropriate level of referrals to appropriate local service providers for residents including an on-site office space with telephone service, and an on-site tenant facilitator.
7. Housing that commits to serving extremely low-income households (the higher of the Federal poverty level or 30 percent of the area's median income, as published by HUD adjusted for Family size) for the life of the project.
8. Housing that provides opportunities for clients to reach economic self-sufficiency.
9. Housing that provides access to educational opportunities.
10. Housing that maximizes the use of other funding sources and leverages the use of HCV Program funds.
11. Housing that provides opportunities for historic rehabilitation.
12. Housing that meet the accessibility requirements of section 504 of the Rehabilitation Act, Title II of the Americans with Disabilities Act (ADA) and the design and construction requirements of the Fair Housing Act, as applicable.

HABC will also consider proposals for tenant-owned and tenant-managed projects that will lead to tenant ownership.

**B. ELIGIBLE OWNERS OF PROJECT BASED VOUCHERS**

HABC will consider Project Based HCV program assistance in any counties we serve and in projects owned by:

- Non-Profit housing providers;
- For-profit housing providers;
- Public Agencies including HABC

**C. PROPOSAL SELECTION PROCESS**

HABC must select PBV proposals by one of the following methods.

**1. Units Selected by a Competitive Process**

HABC may, with the availability of Project-Based Voucher funding, issue a formal Request for Proposal (RFP) inviting proposals for projects that seek commitments of Project Based vouchers that meet the goals of HABC's Project-Based Voucher policy. HABC may not limit proposals to a single site or impose restrictions that explicitly or practically preclude owner submission of proposals for PBV housing on different sites.

- The RFP process shall include a panel of evaluators representing community partners, HABC staff and other impartial parties with an interest in low-income housing. HABC will establish minimum threshold criteria for sponsors participating in the Project-Based Voucher (e.g., minimum standards for most recent audit of sponsoring organization), and a minimum score based on numerically weighted criteria. Each RFP response shall be scored according to the weighted selection criteria identified in the initial RFP, and the projects ranked from highest to lowest score until the budget authority allocated for the RFP is committed.
- HABC will advertise its intent to offer Project-Based Vouchers under a Request for Proposal in a newspaper of general circulation, by public notice via Bexar County Public Records office and on HABC website – [www.habctx.org](http://www.habctx.org). The advertisement will run once a week for two consecutive weeks.

In addition, HABC advertisement will clearly state the application deadline (at least 30 days after the last advertisement), and where the full details of the application process and the application can be accessed. Application responses to the advertisement must be submitted, in writing, to the Executive Director of HABC or their designee within the advertised time period and deadline for submission.

- Specific project selection criteria shall be selected by HABC based on its assessment of current needs and opportunities, and shall be described in the RFP, along with numerical weights indicating the priority of each selection criteria chosen.
- All projects awarded Project-Based Voucher (PBV) assistance must be developed and operated in a manner consistent with HUD regulations or HABC policies which specifically modify applicable HUD regulations. Awards of Project-Based Voucher (PBV) assistance are subject to approval of HABC Board of Commissioners, funding availability, and based on periodic HAP renewals.
- Project-Based Vouchers allocated for projects will be used for unit's servicing households with incomes at 50 percent of area median income. Current residents of buildings identified for Project-Based assistance may have incomes up to 50% of median income, if their income was at or below 30% percent of area median income at the time, they moved into the unit identified for Project-Based Voucher (PBV).
- The number of PBV's units in any project will be the greater of 25 units or 25% of the units in a project, unless the project meets the exception criteria as outlined in CFR 983.56 and CFR 983.261.
- New Project Based commitments are subject to the availability of adequate Federal funding for HABC Housing Choice Voucher Program.

## **2. Proposals Selected Based on a Prior Competition**

HABC may select proposals that were previously selected based on a competition. This may include selection of a proposal for housing assisted under a federal, state, or local government housing assistance program that was subject to a competition in accordance with the requirements of the applicable program, community development program, or supportive



services program that requires competitive selection of proposals (e.g. HOME, and units for which competitive awarded LIHTCs have been provided). Where the proposal has been selected in accordance with such programs' competitive selection requirements within three years of the PBV proposal selection date, and the earlier competitive selection proposal did not involve any consideration that the project would receive PBV assistance.

#### **D. PROJECT BASED UNITS IN HABC OWNED PROPERTIES**

HABC may allocate PBV vouchers to Colonia Remigio Valdez Jr, Bear Spring Apartment, Rosemont at Miller's Pond, or any other HABC-owned or controlled development in its mixed-income affordable housing portfolio under a Competitive process and/or based on a prior competition defined under items 1 and 2 above.

- A HABC-owned unit may be assisted under the PBV program if the HUD field office or HUD-approved independent entity reviews the selection process and determines that the HABC owned units were appropriately selected based on the selection procedures specified in the HABC Administrative Plan.
- If HABC selects a proposal for a HABC owned unit, the PHA must identify the independent entity that will review HABC's proposal selection process and perform specific functions with respect to rent determinations and inspections.
- In the case of HABC owned units, the term of the HAP contract and any HAP contract renewal must be agreed upon by HABC and a HUD-approved independent entity. In addition, an independent entity must determine the rent to owner, the redetermined rent to owner, and reasonable rent. Housing Quality Standards inspections must also be conducted by an independent entity.
- The independent entity that performs these program services may be the unit of general local government for HABC's jurisdiction (unless HABC is itself the unit of general local government or an agency of such government) or another HUD-approved public or private independent entity.
- HABC may submit a proposal for project-based housing that is owned or controlled by HABC. If the proposal for HABC-owned housing is selected, HABC will use *a third-party entity* to review the PHA selection and to administer the PBV program.

- HABC will obtain HUD approval of the *third-party entity* prior to selecting the proposal for HABC-owned housing.
- HABC may only compensate the independent entity and appraiser from HABC's ongoing administrative fee income (including amounts credited to the administrative fee reserve). HABC may not use other program receipts to compensate the independent entity and appraiser for their services. HABC, independent entity, and appraiser may not charge families any fee for the appraisal, or the services provided by the independent entity.

## **E. MAXIMUM GROSS RENTS / PAYMENT STANDARDS**

### **1. Other Project Based Units Owned by HABC**

The maximum gross rent (rent plus utilities) for the Project-Based Voucher (PBV) in HABC owned housing will be based on an analysis of the development and operating cost of the project.

The payment standard for HABC owned units shall not exceed market rent for comparable unassisted units, unless HABC board approves a higher contract rent.

### **2. Payment Standard for SRO Units**

The payment standard for Project-Based SRO (Single Room Occupancy) units shall be the lower of the payment standard for studio units, or the market rent for comparable unassisted units as determined by HABC.

### **3. Utility Allowances**

In general, HABC shall use the same utility allowance in the Project-Based Voucher (PBV) as it uses for tenant-based assistance. When utility allowance schedules are updated, the rent to owner will be adjusted so as to maintain the same gross rent under contract. HABC will implement the new rate at the next regularly scheduled review.

### **4. Impact of lower payment standards in the tenant-based program on contract rent for Project Based units**

Owners of operating properties with Project Based assistance shall continue to have the most recent payment standard in effect for their contract units should there be a basis for HABC changing the payment standards in the tenant-based program.

**F. USES OF SUBSIDY**

Project-Based Voucher (PBV) subsidy may be used to pay:

1. Normal operating expenses of the property.
2. Project debt service incurred for acquisition, development, and capital improvements of the property; and
3. All other reasonable costs associated with the operation of the property, including the costs of referral services per HABC Plan necessary to assist individuals participating in the Project Based voucher program.

An owner may use the revenue provided by the Project-Based Voucher (PBV) for any purpose consistent with its organizational mission.

**G. CONTRACT TERM**

A HAP (Housing Authority Payment) Contract will be executed between HABC and the owner of the development. All HUD Program Forms and Contracts under Implementing Regulation 24 CFR Part 983 will be utilized.

Once awarded and the HAP contract is signed between Housing Authority of Bexar County and the complex owner, the complex will be required to submit a lease schedule plan for all awarded PBV. In no case will HABC allow the lease-up period to exceed 120 days. Units not leased within the 120 days will revert to Tenant-Based Vouchers (PBV).

The initial contract term shall be negotiated for each Project Based on the project's needs, within the general framework of 5 to 20 years. Contracts may be renewed incrementally for periods not to exceed 5 years per extension. All contracts are subject to availability of adequate funds.

**H. ADDING ADDITIONAL UNITS TO A PBV HAP CONTRACT**

HABC may amend its PBV HAP contract to add units without competitive selection during the term of an initial HAP contract or during the term of any extension of that contract. The amendment is subject to all PBV requirements under PIH 2017-21 (HA) (HOTMA). The amendment may also occur at the point of initial contract extension or at the point of any subsequent extension, so that the contract extension will have a greater number of units than the previous contract. However, the anniversary and expiration dates of the HAP contract for the additional units must be the same as the anniversary and expiration dates of the HAP contract term for the PBV units originally in place under the HAP contract, the environmental review is not required.

## **I. ANNUAL RENT INCREASES**

Non-Profit and for-profit owners of units assisted by HABC Project Based HCV assistance may request an annual rent adjustment at least 60 days before the contract anniversary date. The owner shall submit a specific request in writing for a rent increase and documentation supporting the request including operating costs and budget. HABC shall base rent increases on the same limits in maximum gross rent/payments standards described above for different categories of units, subject always to rent reasonableness.

The effective date of the rent increase shall be the date of renewal. When the utility allowance schedule is revised, HABC will apply the new rates to coincide with the effective date of the contract rent increase.

## **J. VACANCY LOSS AND DAMAGE CLAIMS**

HABC will not make payments to the owner for any damages to the unit, vacancy loss, or for any other amounts owed by a family under the family's lease.

## **K. EXIT VOUCHERS**

Family's right to move: HABC shall not provide tenant-based rental assistance to families who move out of Project-Based units within the first year of tenancy. Families may elect to move after the first year of tenancy. HABC will offer the family the opportunity for continued tenant-based rental assistance.

If a voucher or other comparable tenant-based assistance is not immediately available upon termination of the family's lease in the PBV unit, HABC will give the family priority to receive the next available opportunity for continued tenant-based assistance, if the family has continued to be in compliance with program procedures.

If the original residents in a building participate in the TBRA program and wish to continue living in the building, they must surrender their tenant-based voucher when the owner executes a contract to project-base a voucher for their unit. The family will be offered a tenant-based voucher at the point it moves out of the Project Based building provided it is still eligible for the HCV

Program. If a voucher or other comparable tenant-based assistance is not immediately available upon termination of the family's lease in the PBV unit, HABC will give the family priority to receive the next available opportunity for continued tenant-based assistance, depending on funding availability.

This provision applies only to original residents of a building who are assisted by a voucher at the time a contract is first executed for Project Based assistance including their unit. Families assisted by vouchers who choose to move into a Project Based property must surrender their tenant-based voucher at the time they move-in, and the surrendered voucher will not be restored to them when they move out.

#### **M. TENANT SELECTION – WAITING LIST**

HABC will use the same waiting list for both tenant-based and Project-Based Voucher (PBV) assistance. HABC may use the same selection preferences that are used for the tenant-based voucher program for the Project-Based Voucher (PBV). If the family refuse the Project-Based Voucher (PBV), the family will be placed back into the waiting list with a maximum of two time described below.

- First time – family will be placed back in the same position on the waiting list
- Second time – family will be placed back in the waiting list with effective date based on the date the family declined
- Third time – the family will be removed from the waiting list; they can re-apply.

Much of the tenant-based voucher program regulations also apply to the PBV program. Consequently, many of the PHA policies related to tenant-based assistance also apply to PBV assistance. The provisions of the tenant-based voucher regulations that do not apply to the PBV program are listed at 24 CFR 983.2.

#### **M. PROTECTION OF IN-PLACE FAMILIES**

The term “in-place family” means an eligible family residing in a proposed contract unit on the proposal selection date.

In order to minimize displacement of in-place families, if a unit to be placed under contract that is either an existing unit or one requiring rehabilitation is occupied by an eligible family on the proposal selection date, the in-place family must be placed on the PHA's waiting list (if the family is not already on the list) and, once its continued eligibility is determined, given an absolute selection preference and referred to the project owner for an appropriately sized PBV unit in the project. (However, the PHA may deny assistance for the grounds specified in 24 CFR 982.552 and 982.553.)

Admission of such families is not subject to income-targeting under 24 CFR 982.201(b)(2)(i), and such families must be referred to the owner from the PHA's waiting list. A PHA shall give such families priority for admission to the PBV program. This protection does not apply to families that are not eligible to participate in the program on the proposal selection date.

**N. LEASE TERM FOR RESIDENTS OF PROJECT BASED VOUCHERS**

The first lease term will be for one year (12 months).

**Family Right to Move [24 CFR 983.260]**

The family may terminate the lease at any time after the first year of occupancy. The family must give advance written notice to the owner in accordance with the lease and provide a copy of such notice to HABC.

If the family wishes to move with continued tenant-based assistance, the family must contact HABC to request the rental assistance prior to providing notice to terminate the lease. If the family terminates the lease in accordance with these requirements, HABC is required to offer the family the opportunity for continued tenant-based assistance, in the form of a voucher or other comparable tenant-based rental assistance.

If voucher or other comparable tenant-based assistance is not immediately available upon termination of the family's lease in the PBV unit, HABC must give the family priority to receive the next available opportunity for continued tenant-based assistance.

If the family terminates the assisted lease before the end of the first year, the family relinquishes the opportunity for continued tenant-based assistance.

**O. MINIMUM OCCUPANCY REQUIREMENTS**

HABC shall make payments to owners of Project Based properties based on the subsidy standards criteria used for tenant-based units.

If a family's occupancy drops below the minimum subsidy standard, (e.g. a single person family in a two-bedroom unit) HABC may reduce the Housing Assistance Payment to the payment standard correlating to the family's new subsidy standard. The owner may require the family to pay the difference if the minimum occupancy requirements are spelled out in the family's lease.

**P. TENANT SELECTION AND ADMISSION CRITERIA**

**1. General Eligibility Requirements**

Applicants for Project Based assistance must meet the same eligibility requirements as applicants for HCV tenant-based assistance as outlined in other sections of the Administrative Plan, unless otherwise stated below.

**2. Voucher Size**

HABC will use the same voucher size determination included in Chapter 8 of this Administrative Plan for both tenant-based and Project-Based Voucher (PBV) assistance.

**3. Criminal History**

HABC will use the same criteria of the HCV tenant-based Program related to the Criminal History Background at the time of eligibility and for the duration of the assistance.

Owners shall screen and select tenants using their own standards for criminal history. HABC shall review applicant criminal history to ensure that applicants are eligible for subsidy under Federal regulations.

Consistent with the provisions in the regulations for "evidence of rehabilitations," and in order to accommodate individuals with disabilities, HABC may give the property owner flexibility to accept residents for subsidized units who have a disability and a related criminal history which could otherwise disqualify them for assistance. Tenant screening flexibility will be given to project sponsors with demonstrated expertise in serving people with mental illness and/or chemical addictions, and the capacity to provide the needed services. Tenant screening flexibility does not extend to applicants who are sex offenders subject to a registration requirement, for the duration of the registration requirement.

Owners must submit their tenant screening and support services plan to HABC to qualify for additional screening flexibility and may be required to document for an applicant the reasons why the owner feels the applicant is likely to live successfully in the Project Based unit without serious re-offense, despite serious criminal history.

Owners may allow admission to convicted sex offenders who are Class B and Class C felony subject to time-limited registration requirements, who do not, in the opinion of the owner of the subsidized units, constitute a threat to other residents, the surrounding community, or to the public at large.

**4. Other Criteria for Admission**

For an applicant who has been previously assisted under the program and was terminated for violating a family obligation in the last three years, HABC will allow admission to the Project-Based Voucher (PBV) program when the applicant has case management services which will increase the likelihood of successful program participation. This does not apply to program violations where fraud or deception relating to income or household circumstances was a factor in the termination of assistance.

**5. Debt Owed to HABC or other Public Housing Agency**

Applicants for Project Based units who owe money to HABC, or other housing authority must repay the amounts owed before their application will be approved. However, HABC will consider on a case-by-case basis entering into a repayment agreement for amounts owed to HABC. If the repayment agreement is not fulfilled, the applicant will be terminated from the voucher program.

**Q. HOUSING QUALITY STANDARDS AND INSPECTIONS**

All housing units, as well as the common areas and exterior of buildings in which they are located and that receive Project-Based Voucher (PBV), must meet HUD's Housing Quality Standards (HQS) unless HABC receives a special HUD waiver of HQS standards.

HABC shall conduct an initial inspection for HQS and rent reasonableness prior to the commencement of subsidy for a newly contracted project or unit and (for substituted units in an existing contract).

HABC shall conduct annual inspections of all units at least once every 12 months, prior to the 1-year anniversary of the previous annual inspection; or as required by changes in HUD regulations.

HABC requires that owners certify that a unit meets HQS standards as of the date of initial occupancy by a new tenant.

All other procedures and requirements relating to HQS in this Administrative Plan apply to the Project Based program.

HABC-Owned Units shall be inspected by an independent inspector/inspection service in accordance with Housing Quality Standards.



## **R. RENT CALCULATION FOR TENANTS**

Minimum Rent. The Minimum Rent policy described in this Administration Plan shall apply to residents of units assisted by Project Based vouchers, with the following exceptions:

1. Residents of assisted living facilities subsidized by Medicaid are exempt from the minimum rent policy, and
2. Residents of buildings that provide highly supportive housing and services to the chronically homeless and/or disabled individuals are exempt from the minimum rent policy unless the building owner elects to impose the minimum rent policy on its own residents, in which case the building owner may impose a minimum rent of up to \$50 toward rent and utilities.

Maximum Total Tenant Payment. Total Tenant payment may not exceed 40% of their adjusted annual income.

## **S. UNIT TRANSFERS**

Under HCV regulations a transfer from one unit to another is subject to all the requirements and processes of an initial lease-up.

## **T. OVER OR UNDER HOUSED**

If it is determined that a family is over/under housed, HABC may ask the family to move with an offer of continued assistance, as follows:

1. Project-Based Vouchers (PBV) assistance in an appropriate size unit in the same building or in another building;
2. Tenant-based rental assistance under the HCV program;
3. Other comparable public or private tenant-based assistance, e.g. the HOME program.

If the family does not accept the offer of another form of continued housing assistance, does not move out of the PBV unit within two calendar months, or both, HABC must terminate the Housing Assistance Payments for the wrong-sized unit within 90 days of the last HAP paid.

## **U. RELEASE OF HEALTH RELATED INFORMATION**

HABC shall not release any health-related information for an assisted resident to a property owner without a specific release from the resident.

## **V. PROTECTION OF REVENUE**

Funding shall continue based on these priorities in responding to federal cuts in HABC HCV budget authority:

1. Current participants in the Project-Based Vouchers (PBV) program, including funds needed to increase payment standards appropriately to keep pace with market rents;
2. Project-Based units under contract with HABC or which have written commitments from HABC to provide Project-Based Vouchers (PBV) assistance, as of the date that HABC notifies the building owner of anticipated funding shortfalls in the HCV program; and
3. All other new units.

In the event that HABC anticipates or is informed of federal appropriations reductions in Housing Choice Vouchers that would affect HABC allocation, HABC will seek to convene a meeting with affordable housing stakeholders to inform them of potential consequences and to receive input on any additional strategies to adapt to a reduced appropriation level.

If HABC has insufficient funds to cover its housing assistance payment, HABC will take cost-saving measures prior to terminate any PBV assistance contracts.

## **W. SUPPORTIVE SERVICES**

Property owners will be required to verify annually that the family is receiving supportive services. Supportive services may include FSS support services, ROSS support services or private/Non-Profit service providers.

## **X. CONTRACT LANGUAGE TAKES PRECEDENCE**

In the event of a discrepancy between the language of this Administrative Plan and the language of a HAP contract in effect for an assisted property, the HAP Contract language will take precedence.

## **Y. PBV MONITORING**

Waiting lists, rent determination, vacancies, and HQS inspections will be monitored at least annually.

## CHAPTER 19

### SPECIAL PROGRAMS

#### **HUD VASH PROGRAM**

The U.S. Department of Housing and Urban Development (HUD) and the Veterans Administration (VA) have combined rental assistance from HUD and the VA to create the VASH Program in order to target and serve chronically homeless Veterans in Bexar County.

#### **A. Housing Authority of Bexar County (HABC) Policy**

HUD VASH Program - HABC will administer the HUD Veterans Affairs Supportive Housing Voucher (VASH) with 24 CFR part 982, along with any provision of any statute or regulation deemed necessary for effective delivery and administration as authorized by the HUD Secretary.

#### **B. Family Eligibility and Requirements**

1. The Veteran Affairs Medical Center (VAMC) will determine homelessness and clinical eligibility of a VASH applicant. The VAMC service provider will refer HUD-VASH eligible families to HABC for voucher issuance.
2. HABC will accept all Veteran Affairs Medical Centers (VAMC) HUD-VASH eligible family referrals for determination of income eligibility and screen for lifetime sex-offender registrants. Written documentation will be maintained in the family files by HABC.
3. HABC shall not deny HUD-VASH applicants for any grounds listed in 24 CFR 982.552 or 24 CFR 982.553 with the exception of 24 CFR 982.553 (a)(2)(i), which requires the denial of sex offenders who have a lifetime registration requirement.
4. All grounds for denial of participation including denial due to lack of citizenship, the family having committed fraud, owing money to any PHA and related are not applicable to **applicants** to the HUD-VASH program.
5. All requirements for **participants** in assisted housing programs and all grounds from termination of participant families remain in effect.
6. If a family member other than the Veteran is subject to a lifetime registration requirement under a state sex offender registration program, the Veteran's family must agree to remove this family member from the household composition to receive rental assistance.
7. 24 CFR Section 982.551 (h)(2) applies when a family member is added to the assisted HUD-VASH household after initial occupancy. Other than birth, adoption or court-awarded custody of a child, any other family member must be approved by HABC in accordance with its policies.

### **C. Authority to Terminate for Failure to Participate**

As a condition of HCV rental assistance in the HUD-VASH program, a HUD-VASH family must receive case management services from a (VAMC). A HUD-VASH participant's family's assistance must be terminated for failure to participate in case management services without good cause as verified by VAMC.

### **D. When Case Management Is No Longer Needed**

1. A VAMC determination that a participant HUD-VASH family no longer requires case management services is not grounds for termination of HUD-VASH assistance. So long as the family remains in compliance with other program regulations, it may receive continued assistance under the HUD-VASH program.
2. At the sole discretion, HABC may offer a HUD-VASH family that the VAMC certifies no longer needs case management services continued housing choice voucher (HCV) assistance through one of its regular vouchers in order to free up the HUD-VASH voucher for another HUD-VASH eligible family.
3. Under such circumstances, HABC shall conduct a full criminal history check to determine whether the family should be admitted to the regular housing choice voucher program in accordance with the requirements of Chapter 15 - Denial or Termination of Assistance, of this Administrative Plan. *The family must meet citizenship and other requirements to be admitted to the regular housing choice voucher program.*

### **E. Waiting List and Preferences**

HABC does not have the authority to maintain a waiting list or apply admission preferences for HUD-VASH vouchers. The HUD Secretary has waived 24 CFR sections 982.202, 982.204, and 982.207 relating to applicant selection from the waiting list, cross listing of the waiting list and opening and closing of the waiting list. 24 CFR sections 982.203, 982.205 and 982.206 regarding special admissions, cross-listing and opening and closing the waiting list also do not apply. HABC will serve the HUD-VASH clients as a category of families under this chapter (Chapter 19 - Special Program HUD-VASH).

### **F. Reasonable Accommodation and Civil Rights**

HABC HUD-VASH program will be administered in accordance with Fair Housing Requirements. If a VASH recipient is a disabled veteran, HUD's reasonable accommodation standards will apply.

### **G. Income Eligibility**

1. HABC will determine income eligibility in accordance with 24 CFR §982.201. Income targeting requirements of section 16(b) of the USHA of 1937, as well as 24 CFR §982.201 (b)(2), do not apply to HUD-VASH families.
2. As in the regular voucher program, HABC will determine whether a family is income eligible prior to the provision of the HUD-VASH assistance (applicant). If the family is over income based on the most recent published income limits for family size, the family will be ineligible for HCV assistance. After admission, income limits do not apply (participant).
3. No HUD-VASH family who owes money to HABC in conjunction with the HCV Program will be denied.
4. Income targeting requirements of 24 CFR §982.201(b)(2) do not apply for HUD-VASH families. HABC may choose to include the admission of extremely low-income HUD-VASH families in its income targeting numbers for the fiscal year in which these families are admitted to the HUD-VASH program.

### **H. Initial Term of Voucher and Extension of Voucher**

1. Chapter 8-F, Terms of Voucher shall not apply to the HUD-VASH program. HUD-VASH vouchers must have an initial search term of 120 days, or such other number of days as may be designated by the Secretary of Housing and Urban development for the HUD-VASH program. 24 CFR §982.303(a) which states that the initial search term of a voucher must be at least 60 days shall not apply since the initial search term of the voucher must be 120 days.
2. Except where required as a reasonable accommodation, the HUD-VASH voucher will expire after the initial 120 days.

### **I. Initial Lease Term**

Initial lease term will be for 12 months. However, in order to provide opportunity a greater range of opportunities for HUD-VASH voucher holders, initial leases may be for periods of less than 12 months. The HUD Secretary has waived 24 CFR §982.309(a)(2)(ii).

### **J. Medical, Mental or Similar Public or Private Institution Units**

HUD-VASH families will be permitted to live on the grounds of a VAMC in units owned by the VA. The HUD Secretary has waived 24 CFR 982.352(a)(5) for this purpose only.

## **K. Portability of HUD-VASH Vouchers**

1. If the family initially leases up, or moves under portability provision, but the initial Public Housing Authority (in this case HABC) partnership VAMC will still be able to provide the necessary case management services due to the proximity to the partnering VAMC, the receiving PHA must process the move in accordance with the Portability procedures of 24 CFR §982.355 and those in Chapter 13 - Moves with Continued Assistance/Portability, of this Administrative Plan. However, the receiving PHA must bill the initial PHA to comply with the record keeping requirements established above. The receiving PHA does not have the option to absorb the HUD-VASH family.
2. When the receiving PHA completes the HUD 50058 under the scenario above, the action type that must be recorded on line 2a is "1" for new admission (a Family that is new to the HCVP) or "4" for a portability move-in (A Family that was [previously leased up in the jurisdiction of the initial PHA). Whether the Family is a new admission or a portability move-in, in Section 12 of the HUD-50058, line 12d is marked "Y", 12e must have an amount recorded and 12f must include the initial PHA's code.
3. If a Family moves where it will not be possible for the initial PHA's partnering VAMC local servicer to provide case management services, the VAMC must first determine whether the HUD-VASH Family could be served by another VAMC that is participating in the program and the receiving PHA must have a HUD-VASH voucher for this Family. If the above conditions are met, the Families must be absorbed by the receiving PHA either as a new admission (upon initial participation in the HUD-VASH Program) or as a portability move-in (after initial leasing in the initial PHA's jurisdiction). Upon absorption, the initial PHA's HUD-VASH voucher will be available to lease to a new HUD-VASH eligible Family as determined by the partnering VAMC service provider and the absorbed Family will count towards the number of HUD-VASH slots awarded to the receiving PHA.
4. When the receiving PHA completes HUD 50058 under the scenario above, the action type that must be recorded on line 2a is "1" for new admission (a Family that is new to the HCVP) or "4" for a portability move-in (a Family that was previously leased up in the jurisdiction of the initial PHA). Whether the Family is a new admission or portability move in, in Section 12 of the HUD 50058, line 12d is marked "Y", 12e must be 0 since the family must be absorbed, and 12f must be left blank.

## **L. Case Management Requirement**

The VAMC Service Provider's responsibilities include:

- Screening of the homeless Veterans to determine eligibility for the HUD-VASH Program as established by the Veteran's Affairs national office;
- Providing appropriate treatment and supportive services to potential HUD-VASH Program participants, if needed, prior to PHA issuance of rental vouchers;
- Providing housing search assistance to HUD-VASH voucher holders;
- Identifying the social service and medical needs of HUD-VASH participants and providing, or ensuring the provision of regular ongoing case management, outpatient health services, hospitalization, and other supportive services as needed throughout this initiative;
- Maintaining records and providing information for evaluation purposes, as required by HUD and the Veterans Affairs.
- Participation Contingent on Case Management - As a condition of assistance, the HUD-VASH participant in case management services without good cause, is grounds for termination. HUD-VASH participants will be required to acknowledge on an annual basis that housing assistance is conditioned on participation in case services. The case management requirement will be an addition to the Family Obligations described in Chapter 15-C of this Administration Plan.
- It is not grounds for termination if the VAMC determines that the Family no longer requires case management.

## **M. Transfer from HUD-VASH to Tenant-Based Assistance**

If the VAMC Service Provider no longer requires case management or the Veteran will no longer reside with the Family, HABC may offer the family a regular tenant-based voucher, if available, in the tenant-based program to free up the HUD-VASH voucher for another Family. The offer of a tenant-based voucher is subject to the eligibility requirements set forth in Chapter 2 - Eligibility for Admission, of this Administrative Plan.

## **N. Project-Based Assistance**

HABC may consider on a case by case basis, request (with the support of VAMC Service Provider) to transfer a HUD-VASH Family to a project-based/Public Housing unit in accordance with 24 CFR part 983.

## **O. Informal Reviews and Informal Hearings**

1. If a HUD-VASH family is denied assistance or has its assistance terminated it is entitled to an informal review or hearing respectively. Families are entitled to this review in accordance with 24 CFR §982.554 or §982.555 as applicable. This includes denial of admission due to the limited reasons noted in the Operating Requirements (over-income and the homeless veteran is a sex offender subject to lifetime registration under state law) and termination of assistance for failure to comply with program requirements including compliance with case management as determined by the VAMC Service Provider.
2. If an applicant is denied, HABC must inform the applicant, VAMC, HUD D.C. that the applicant is not eligible.

## **P. Additional Requirements:**

- If a homeless Veteran die, the voucher will continue with the remaining members of the tenant family. HABC will issue its own voucher, if available. If a regular voucher is not available, the family would continue utilizing the HUD-VASH voucher.
- If there is a case of separation or divorce, the voucher must remain with the Veteran. This, in effect overrides HABC policies on how to determine who remains in the program if a family breaks up (24 CFR 982.54 (d)(11)).
- Any homeless veteran family that is low income (i.e. families with income at or below 80% of the area median income may qualify for VASH) per 24 CFR 5.603 (2007).
- VAMC service provider will provide HABC with records and information necessary to evaluate the program. The only reporting form mentioned/utilized is the HUD 50058.
- If the VA service provider verifies to HABC that the family has failed to participate in services without good cause, then HABC must terminate the voucher.
- If HABC determines an applicant is not eligible, HABC will provide the applicant family with denial reason and applicant has an opportunity for an Informal Review if they provide a request within 14 calendar days.



## **MAINSTREAM PROGRAM**

A program designed for non-elderly persons with disabilities to enable very low-income disabled families to rent affordable housing. Vouchers are provided in conjunction with supportive services to eligible families. HABC will conduct the Mainstream Voucher in compliance with PIH Notice 2020-01 and 24 CFR Part 982.

**A. Eligible population.** All Mainstream Vouchers will serve households that include a non-elderly person(s) with disabilities, defined as any family that includes a person with disabilities who is at least 18 years old and not yet 62 years old at the effective date of the initial Housing Assistance Payment (HAP) Contract.

**B. Once eligible, participants do not “age out” of eligibility.** Existing families receiving Mainstream Vouchers, where the eligible family member is now age 62 or older, will NOT “age out” of the Mainstream Voucher Program as long as the family was eligible on the day it was first assisted under a HAP contract.

**C. Reissuance of Mainstream Vouchers.** At turnover, ALL Mainstream turnover vouchers must be reissued to the next Mainstream-eligible family on the HABC waiting list. Turnover occurs when a family receiving Mainstream voucher assistance leaves the program. If a Mainstream turnover voucher becomes available, HABC must determine if the families at the top of their waiting list qualify under the new program requirements.

**D. Special eligibility criteria.** Aside from separate funding appropriations and serving a specific population, Mainstream Vouchers are administered the same as regular voucher assistance in that Mainstream Vouchers are regulated under the same program requirements as the HCV Program. The same regulations at 24 CFR Part 982 apply to Mainstream Vouchers; income limits, Payment Standards, rent calculation, documentation, procedures, etc.

**E. Awarded vouchers are for new admissions.** HABC must lease the awarded vouchers by selecting Mainstream-eligible applicants from the waiting list. HABC are not permitted to reassign existing participants to the Mainstream Voucher Program in order to make regular tenant-based vouchers available.

**F. One Waiting List Requirement.** HABC must maintain one waiting list for all tenant-based assistance (24 CFR 982.204(f)), which includes Mainstream voucher assistance. HABC must not have a separate waiting list for Mainstream voucher assistance. When issuing a Mainstream Voucher, HABC will choose the first Mainstream-eligible family from its tenant-based waiting list.

**G. Admissions Preference.** An admissions preference affects the order applicants appear on the waiting list. Preferences apply to all vouchers on the waiting list, not only Mainstream Vouchers

**H. Option to open waiting list for a limited preference.** HABC may adopt criteria defining which families may apply for assistance when opening its waiting list (24 CFR 982.206(b)(1)). For example, if HABC opens its waiting list solely for applicants that meet the preference for targeted subgroups identified in the Mainstream Voucher.

**I. Portability.** Mainstream Voucher participant may use their vouchers in jurisdictions other than those that issued the voucher, subject to the portability policies in Chapter 15.

**J. Partnerships and Supportive Services.** HABC will establish formal and informal partnerships with a variety of organizations that assist persons with disabilities, to help ensure eligible participants find and maintain stable housing. These partners may provide the following services:

- Coordinate outreach and referral of eligible persons that meet the HABC preference criteria;
- Assist persons with disabilities to apply to and obtain acceptance in housing programs, find housing, or secure home modifications and/or disability-related accommodations;
- Assist persons with disabilities to move into units, including physically accessible units where appropriate, on the private rental market;
- Refer, coordinate, or provide voluntary home and community-based services; and
- Provide outreach to recruit landlords to participate in the HCV program (either for the program as a whole or specifically for the Mainstream voucher program).

## **EMERGENCY HOUSING VOUCHERS**

A program designed to assist individuals and families who are experiencing homelessness; at risk of experiencing homelessness; fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking; or were recently homeless and for whom providing rental assistance will prevent the family's homelessness or having high risk of housing instability. HABC will conduct the EHV Program in compliance with PIH Notice 2021-15 and 24 CFR Part 982.

### **A. Individual and Family Eligibility under the Qualifying Categories**

In order to be eligible for an EHV, an individual or family must meet one of four eligibility categories:

- **Homeless** - defined in section 103(a) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11302(a)), which is codified in HUD's Continuum of Care Program regulations at 24 CFR 578.3.
- **At risk of homelessness** - defined in section 401(1) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11360(1)), which is codified in HUD's Continuum of Care Program regulations at 24 CFR 578.3.
- **Fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking** – as defined in the HUD PIH Notice 2021-15, pages 19-21.
- **Recently homeless** - defined as individuals and families who have previously been classified by a member agency of the CoC as homeless but are not currently homeless as a result of homeless assistance.

### **B. Admissions process**

HABC must accept referrals for EHVs directly from the Continuum of Care (CoC) Partner. The CoC partners may also support applicants through the application process and attend meetings with applicants and HABC to aid individuals and families through the admissions process. Direct referrals for EHVs will not be added to the PHA's regular HCV waiting list.

In general, EHV families are issued EHVs as the result of either:

1. the direct referral process from the CoC CE System and/or other partnering organizations, or
2. a situation where HABC makes an EHV available in order to facilitate an emergency transfer in accordance with the Violence Against Women Act (VAWA) as outlined in the PHA's Emergency Transfer Plan and Administrative Plan.

## **C Separate waiting list for EHV's**

The EHV waiting list is based on direct referrals or requests through the PHA's VAWA emergency transfer plan and will not include or benefit the public or current applicants on the HCV waiting list. HABC will work directly with the CoC to manage the numbers of referrals and the size of the EHV waiting list.

### **2. Denial of assistance to an EHV applicant**

HABC will prohibit admission of the family for the grounds stated below;

1. If any household member has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing.
2. If any member of the household is subject to a lifetime registration requirement under a State Sex Offender Registration Program.
3. If any household member is currently engaged in, or has engaged in within the previous 24 months in a Violent criminal activity.
4. If any member of the family has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program within the previous 24 months.
5. If any member of the family fails to sign and submit consent forms for obtaining information.

### **3. Income limit**

HABC will determine income eligibility for EHV families in accordance with §982.201.

### **4. Initial Search Term**

The EHV families will have up to 120 days to search for a unit.

### **5. Portability**

The normal HCV portability procedures and requirements generally apply to EHV's with the following exception:

- No prohibition on portability for non-resident applicants

### **6. Payment Standard**

HABC will apply the regular HCV Payment Standard to the EHV.

## **7. Nondiscrimination and Equal Opportunity Requirements**

PHAs are reminded in administering the EHV program to follow all applicable nondiscrimination and equal opportunity requirements at 24 CFR 5.105(a) and 24 CFR 982.53, including but not limited to the Fair Housing Act, Section 504 of the Rehabilitation Act of 1973, Title VI of the Civil Rights Act of 1964, the Age Discrimination Act, HUD's Equal Access Rule, and Title II of the Americans with Disabilities Act of 1990.

## **8. Termination of Vouchers upon Turnover after Sept. 30, 2023**

HABC may not reissue any EHV after September 30, 2023.

## **FOSTER YOUTH INDEPENDENCE INITIATIVE**

Through the Foster Youth to Independence (FYI) initiative HUD will provide Housing Choice Vouchers (HCVs) for youth eligible under the Family Unification Program (FUP), subject to availability. Throughout this notice, these vouchers are referred to as FYI vouchers. HABC will conduct the FYI Vouchers in compliance with PIH Notice 2020-28 and 24 CFR Part 982.

### **A. Individual and Family Eligibility**

In order to be eligible for a FYI Voucher, an individual or family must meet one of the below eligibility categories:

1. Has attained at least 18 years and not more than 24 years of age;
2. Left foster care, or will leave foster care within 90 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act; and
3. Is homeless or is at risk of becoming homeless at age 16 or older.

### **B. Admissions process**

Direct referrals from partnering organizations. HABC must accept referrals for FYI Vouchers directly from the partnering organizations. The partners may also support applicants through the application process and attend meetings with applicants and HABC to aid individuals and families through the admissions process.

**C. Separate waiting list for FYI's.**

The FYI Vouchers waiting list is based on direct referrals and will not include or benefit the public or current applicants on the HCV waiting list. HABC will work directly with the partnering organizations to manage the numbers of referrals.

**D. Request for assistance.**

HABC will request assistance from HUD on behalf of the FYI's household after review eligibility.

**E. Income limit.**

HABC will determine income eligibility for FYI's families in accordance with §982.201.

**F. Initial Search Term.**

The FYI's families will have sixty (60) days to search for a unit.

**G. Portability.**

FYI Voucher participant may use their vouchers in jurisdictions other than those that issued the voucher, subject to the portability policies in Chapter 15.

**H. Partnerships agreement.**

HABC will establish formal partnerships agreement with a Public Child Welfare Agency (PCWA). The partnership agreement may take the form of a Memorandum of Understanding (MOU) or letters of intent between the parties.

**I. PCWA roles and responsibilities**

1. Identify eligible Youth. The PCWA must have a system for identifying eligible youth within the agency's caseload and review referrals from the PHA or a third party such as a State, local, philanthropic, faith-based organizations, CoC, or a CoC recipient it designates.

System of Prioritization. Given the limited nature of this resource, the PCWA must have a system of prioritization for eligible youth.

2. Written Certification. The PCWA must provide written certification to the PHA that a youth is eligible.
3. Supportive Services. The PCWA must provide or secure a commitment for the provision of required supportive services.

**J. Required Supportive Services.**

The PCWA will commit to supportive services for participating youth to assist them in achieving self-sufficiency. The services below will be available for 36 months, and HUD encourages full participation in self-sufficiency services during the rental assistance period.

1. Basic life skills information/counseling on money management, use of credit, housekeeping, proper nutrition/meal preparation; and access to health care (e.g., doctors, medication, and mental and behavioral health services).
2. Counseling on compliance with rental lease requirements and with HCV program participant requirements, including assistance/referrals for assistance on security deposits, utility hook-up fees, and utility deposits.
3. Providing such assurances to owners of rental property as are reasonable and necessary to assist eligible youth to rent a unit with a voucher.
4. Job preparation and attainment counseling (where to look/how to apply, dress, grooming, and relationships with supervisory personnel, etc.).
5. Educational and career advancement counseling regarding attainment of general equivalency diploma (GED); attendance/financing of education at a technical school, trade school or college; including successful work ethic and attitude models.

**K. Payment Standard**

HABC will apply the regular HCV Payment Standard to the FYI vouchers.

**L. Nondiscrimination and Equal Opportunity Requirements.** PHAs are reminded in administering the FYI program to follow all applicable nondiscrimination and equal opportunity requirements at 24 CFR 5.105(a) and 24 CFR 982.53, including but not limited to the Fair Housing Act, Section 504 of the Rehabilitation Act of 1973, Title VI of the Civil Rights Act of 1964, the Age Discrimination Act, HUD's Equal Access Rule, and Title II of the Americans with Disabilities Act of 1990.

**M. Length of Assistance.** As required by statute, a FYI voucher may only be used to provide housing assistance for youth for a maximum of 36 months.

## **STABILITY VOUCHERS**

A program designed to assist individuals and families who are experiencing homelessness; at risk of experiencing homelessness; fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking; or were recently homeless and for whom providing rental assistance will prevent the family's homelessness or having high risk of housing instability. HABC will conduct the EHV Program in compliance with PIH Notice 2022-24 and 24 CFR Part 982.

### **A. Individual and Family Eligibility under the Qualifying Categories**

To be eligible for an SV, an individual or family must meet one of four eligibility categories:

- **Homeless** - defined in section 103(a) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11302(a)), which is codified in HUD's Continuum of Care Program regulations at 24 CFR 578.3.
- **At risk of homelessness** - defined in section 401(1) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11360(1)), which is codified in HUD's Continuum of Care Program regulations at 24 CFR 578.3.
- **Fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking** – as defined in the HUD PIH Notice 2021-15, pages 19-21.
- **Recently homeless** - defined as individuals and families who have previously been classified by a member agency of the CoC as homeless but are not currently homeless as a result of homeless assistance.

### **B. Admissions process**

Direct referrals from the CoC and other partnering organizations. HABC must accept referrals for SVs directly from the Continuum of Care (CoC) Partner. The CoC partners may also support applicants through the application process and attend meetings with applicants and HABC to aid individuals and families through the admissions process. Direct referrals for SVs will not be added to the PHA's regular HCV waiting list.



In general, SV families are issued SVs as the result of either:

1. the direct referral process from the CoC CE System and/or other partnering organizations,
2. a situation where HABC makes an SV available to facilitate an emergency transfer in accordance with the Violence Against Women Act (VAWA) as outlined in the PHA's Emergency Transfer Plan and Administrative Plan.

**C. Separate waiting list for SVs**

The SV waiting list is based on direct referrals or requests through the PHA's VAWA emergency transfer plan and will not include or benefit the public or current applicants on the HCV waiting list. HABC will work directly with the CoC to manage the numbers of referrals and the size of the SV waiting list.

**D. Denial of assistance to an SV applicant**

HABC will prohibit admission of the family for the grounds stated below.

1. If any household member has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing.
2. If any member of the household is subject to a lifetime registration requirement under a State Sex Offender Registration Program.
3. If any household member is currently engaged in or has engaged in within the previous 24 months in a Violent criminal activity.
4. If any member of the family has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program within the previous 24 months.
5. If any member of the family fails to sign and submit consent forms for obtaining information.

**E. Income limit**

HABC will determine income eligibility for SV families in accordance with §982.201.

**L. Initial Search Term**

The SV families will have up to 120 days to search for a unit.

### **M. Portability**

The normal HCV portability procedures and requirements generally apply to SVs with the following exception:

- No prohibition on portability for non-resident applicants

### **N. Payment Standard**

HABC will apply the regular HCV Payment Standard to the SV Vouchers.

### **O. Nondiscrimination and Equal Opportunity Requirements**

PHAs are reminded in administering the SV program to follow all applicable nondiscrimination and equal opportunity requirements at 24 CFR 5.105(a) and 24 CFR 982.53, including but not limited to the Fair Housing Act, Section 504 of the Rehabilitation Act of 1973, Title VI of the Civil Rights Act of 1964, the Age Discrimination Act, HUD's Equal Access Rule, and Title II of the Americans with Disabilities Act of 1990.

### **P. Termination of Vouchers upon Turnover**

HABC may not reissue.

**Special Programs: VASH, Mainstream, Emergency Housing Voucher, and Foster Youth Initiative, Stability Vouchers.** Special Programs families must follow the HCV Family Obligations and Program responsibilities on Chapter 16 of this Administrative Plan. The Special Program families must follow all policies and procedures of the regular HCV Program (included but not limited as Eligibility Requirements, Income and Family Share Determination, Leasing Policies, Verification Procedures, Rent Reasonableness and Payments Standards, Re-Examination, HQS, and Inspections, Move with Continued Assistance, Terminations of Assistance, and Informal Hearings procedures, Changes in Ownership, Housing Quality Inspections) as long as is not a waiver or a special process mentioned in this chapter under their specific program.

## **CHAPTER 20**

### **DENIALS & INFORMAL REVIEWS**

An applicant may be denied assistance under the HCV program for program violations that are identified as grounds for denial of assistance. Denial of assistance includes:

- Denial of listing on the PHA waiting list.
- Denial or withdrawal of a voucher.
- Refusal to enter a HAP contract or approve a unit; and
- Refusal to process or provide assistance through portability.

#### **A. INFORMAL REVIEW PROCEDURES**

Reviews are provided for applicants who are denied eligibility to become program participants. However, applicants denied assistance due to ineligible citizenship/immigration status are not entitled to an informal hearing.

Upon determination of ineligibility, the family will be notified in writing by certified mail within thirty (30) calendar days from the date of the determination. The notice will contain the reason(s) for denial and provide the applicant with the opportunity to request an informal review if the applicant does not agree with the decision of HABC.

The applicant will be required to request the Informal Review in writing within ten (10) business days from the date of the denial letter.

The person who made or approved the decision under review may not conduct the Informal Review. The review will be conducted by the Executive Director or the Director's designee.

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

A notice of the Review decision will be provided in writing 15 business days after the review. It will include an explanation of the reasons for the decision.

All requests for review, supporting documentation and results will be retained in the applicant's file.

Informal Reviews are not required for established policies and procedures and HABC's determinations, such as:

- Discretionary administrative determinations by HABC.
- General policy issues or class grievances.
- A determination of the family's Voucher size.
- Refusal to extend or suspend a Voucher.
- HABC's determination not to grant approval of a tenancy.
- Determination that unit is not in compliance with HQS.
- Determination that unit is not in accordance with HQS due to family size or composition.

## **B. PREFERENCE DENIALS**

When HABC denies a preference to an applicant, the family will be notified in writing of the reason for the denial and offered the opportunity for an Informal Review to dispute HABC's decision.

## **C. GROUND FOR DENIAL**

Admission will automatically be denied to the following:

1. Applicant households who fail to meet the eligibility criteria in Chapter 6 of this Plan.
2. Applicant households who fail to sign required consent forms and/or submit requested documents.
3. Persons who have been evicted within the last three (3) years from federally assisted housing due to drug-related criminal activity. This may be waived by the PHA if:
  - a) The person demonstrates successful completion of a rehabilitation program approved by HABC.
  - b) Circumstances leading to the eviction no longer exist, e.g., the individual involved in the drug-related activity is no longer in the household because the person has died or is imprisoned.
4. Persons engaging in illegal use of a drug, if:
  - a) HABC determines that any household member is currently engaging in illegal use of a drug ("currently engaged in" means recent enough to justify a reasonable belief that the behavior is current);

- b) The PHA determines that it has reasonable cause to believe that a household member's illegal use or pattern of illegal use of a drug may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.
- 5. Persons convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing (**permanently prohibited from admission**).
- 6. Persons subject to a lifetime registration requirement under a State sex offender registration program (**permanently prohibited from admission**).
- 7. Persons who have demonstrated a pattern of alcohol abuse that may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.
- 8. Persons who have committed fraud, bribery, or any other corruption in connection with any Federal Housing Assistance Program, including the intentional misrepresentation of information related to their housing application or benefits derived there from.

**OTHER PERMITTED REASONS FOR DENIAL OF ADMISSION**  
**Criminal Activity [24 CFR 982.553]**

- 1. HUD permits HABC to deny assistance under the following:
  - a. If any household member is currently engaged in or has engaged in any of the following criminal activities, within the past three (3) years, the family will be denied assistance.
    - 1. Drug-related criminal activity, defined by HUD as the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute, or use the drug. [24 CFR 5.100]
    - 2. Violent criminal activity, defined by HUD as any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage [24 CFR 5.100]
    - 3. Criminal activity that may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity (within a 3-block radius); or

4. Criminal activity that may threaten the health or safety of property owners and management staff, and persons performing contract administration functions or other responsibilities on behalf of HABC, (including a HABC employee or HABC contractor, subcontractor, or agent).
- b. Evidence of such criminal activity includes, but is not limited to:
1. An arrest within the past three (3) for drug-related or violent criminal activity that resulted in conviction.
  2. A record of arrest(s) will not be used as the basis for the denial or proof that the applicant engaged in disqualifying criminal activity.
  3. Any record of eviction from public or privately-owned housing as a result of criminal activity within the past three (3).
  4. A conviction for drug-related or violent criminal activity will be given more weight than an arrest for such activity.

When considering all evidence for denying admission, HABC will use the concept of the *preponderance of the evidence* as the standard for making all admission decisions. Preponderance of evidence is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. Preponderance of the evidence may not be determined by the number of witnesses, but by the greater weight of all evidence. [24 CFR 982.553(c)].

## CHAPTER 21

### TERMINATIONS & INFORMAL HEARINGS

To preserve the integrity of the housing choice voucher program, it is important that families abide by their family obligations and lease agreements. It is also essential that owners comply with their obligations under the terms of the HAP contract. This chapter discusses HABC, owner, and family responsibilities in terminations of tenancy, terminations of assistance, and terminations of the HAP contract under the HCV program.

HABC may deny or terminate assistance for a family because of action or inaction by the family.

#### **A. GROUNDINGS FOR PROGRAM TERMINATION**

If program termination is based upon behavior resulting from a disability, HABC will delay the termination in order to determine if there is an accommodation, which negates the behavior resulting from the disability.

**Termination of assistance for a participant may include any or all of the following:**

- Refusing to enter into a HAP contract or approve a tenancy.
- Terminating Housing Assistance Payments under an outstanding HAP contract
- Refusing to process or provide assistance under portability procedures.

**Mandatory Denial and Termination** - HABC will deny program assistance for an applicant or terminate program assistance for a participant, as follows:

- If any member of the family fails to sign and submit HUD or HABC required consent or fail to provide information that HABC determines is necessary in the administration of the program.
- If no member of the family is an U.S. citizen or eligible immigrant.
- If the family is under contract and 180 days have elapsed since HABC's last Housing Assistance Payment.
- Deny assistance to applicants and terminate the assistance of persons convicted of manufacturing or producing methamphetamine in violation of any Federal or State law.

- If any member of the family has been evicted from federally assisted housing for a serious violation of the lease, **HABC will deny admission for 5 years after the eviction occurred.**
- Terminate program assistance for a family evicted from housing assisted under the program for a serious violation of the lease.
- Deny admission or terminate assistance when required under the regulations to establish citizenship or eligible immigration status.
- A violation of any family obligation under the program within the last three (3) years of application or re-examination. (24 CFR 982.551).
- If any family member commits fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.
- The family currently owes a debt to a PHA in connection with the HCV or public housing program under the 1937 Act.
- The family breaches an agreement with a PHA to pay amounts owed to a PHA, or amounts paid to an owner by a PHA. The PHA, at its discretion may offer the family the opportunity to enter into a repayment agreement.
- The family has engaged in or threatened abusive or violent behavior toward HABC personnel. This includes verbal as well as physical abuse or violence. Use of expletives that are generally considered insulting, racial epithets, or other language that is used to insult or intimidate, may be cause for termination or denial.
- Oral or written threats or physical gestures that communicate an intent to abuse or commit violence.
- Actual physical abuse or violence will always be cause for termination.
- Prohibit admission of any household that includes a person subject to a lifetime registration under a state Sex Offender Program.
- HABC may terminate for violent or drug-related criminal activity regardless of whether the family member is arrested or convicted. However, arrest record(s) alone will not be the basis for denial or termination of assistance.



- Any member of the family whose drug or alcohol abuse interferes with the health, safety or peaceful enjoyment of others - Crime by Family Member.
- If any member of the family commits drug-related criminal activity, or violent criminal activity within the previous three (3) of application or re-examination. (see 24 CFR 982.553).
- Other criminal activity which may threaten the health or safety of the owner, property management, or persons performing a contract administration function or responsibility on behalf of HABC (including an HABC employee or contractor, subcontractor or agent).
- Violations to the Family Obligations.

**Administration** - All screening and termination of assistance procedures are administered fairly and in such a way as not to violate rights to privacy or discriminate based on race, color, nationality, religion, familial status, disability, sexual orientation or other legally protected groups.

To the maximum extent possible, HABC will involve other community and governmental entities in the promotion and enforcement of this policy. This policy is posted in the lobby and copies made readily available to applicants and participants upon request.

**Screening of Applicants** - Drug-related activity is defined as the "illegal manufacture, sale distribution, use or possession with intent to manufacture, sell distribute or use a controlled substance". Drug-related criminal activity relates to on or near the premises.

Violent criminal activity is defined as "criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against a person or property, and being engaged in by any family member".

In an effort to prevent future drug-related and other criminal activity, as well as other patterns of behavior that pose a threat to the health, safety or right to peaceful enjoyment of the premises by other residents, HABC will screen all applicants thoroughly and fairly as possible for drug-related and violent criminal behavior. Such screening will apply to any member of the household who is 18 years of age or older.

HABC will deny participation in the program to applicants and terminate assistance to participants in cases where HABC determines there is reasonable cause to believe that the person is illegally using a controlled substance or if the person abuses alcohol in a way that may interfere with the health, safety or right to peaceful enjoyment of the premises by other residents, including cases where HABC determines that there is a pattern of illegal use of a controlled substance or pattern of alcohol abuse for a minimum of three (3) years.

HABC will consider the use of a controlled substance or alcohol to be a pattern if there is more than one incident during the previous six-month period.

"Engaged in or engaging in" violent criminal activity means any act within the past three years by applicants or participants, household members, or guests which involved criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person of another, which resulted in the arrest and/or conviction of the applicant or participant, household members, or guests.

The existence of the above-referenced behavior by any household member or guest, regardless of the applicant or participant's knowledge of the behavior, shall be grounds for denial or termination of assistance.

In evaluating evidence of negative past behavior, HABC may give fair consideration to the seriousness of the activity with respect to how it would affect other residents, and/or likelihood of favorable conduct in the future which could be supported by evidence of rehabilitation.

## **Termination of Assistance for Drug-Related or Violent Criminal Activity**

### **Ineligibility if Evicted for Drug-Related Activity:**

Persons evicted from public housing, Indian Housing, Section 23 or any HCV program because of drug-related criminal activity are ineligible for admission to the HCV program for a three-year period beginning on the date of such eviction.

Applicants will be denied assistance if they have been:

- Evicted from a unit under the Housing Act of 1937 due to violent criminal activity within the last three years that resulted in a conviction, prior to the date of the certification interview.

Participants will be terminated who have been:

- Evicted from a unit assisted under the Housing Act of 1937, due to drug-related or violent criminal activity within the last year of participation, that resulted in a conviction, prior to the date of the notice to terminate assistance, and whose activities have created a disturbance in the building or neighborhood.

If the family violates the lease for drug-related or violent criminal activity, HABC will terminate assistance.

HABC may permit the family to continue receiving assistance provided that family members determined to have engaged in the prescribed activities will not reside in the unit. If the violating member is a minor, HABC may consider individual circumstances with the advice of Juvenile Court officials.

### **Termination of Assistance for Participants**

If the family violates the lease for drug-related or violent criminal activity, HABC will terminate assistance.

HABC may permit the family to continue receiving assistance provided that family members determined to have engaged in the prescribed activities will not reside in the unit. If the violating member is a minor, HABC may consider individual circumstances with the advice of Juvenile Court officials.

### **B. NOTICE OF TERMINATION OF ASSISTANCE**

In any case where HABC decides to terminate assistance, written notice will be given to the family which states:

- The reason(s) for the proposed termination;
- The effective date of the proposed termination;
- The family's right, if they disagree, to request an Informal Hearing to be held before termination of assistance.
- The family will have ten (10) business days from receipt of the certified letter by which to request an informal hearing.

HABC will simultaneously provide written notice of contract termination to the owner to coincide with the Termination of Assistance.

## **Required Evidence**

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

*Credible evidence* may be obtained from police, court records, and may include testimony from neighbors when combined with other evidence. HABC will pursue fact-finding efforts as needed to obtain credible evidence.

## **Confidentiality of Criminal Records**

HABC will ensure that any criminal record received is maintained confidentially, not misused or improperly disseminated, and destroyed once the purpose for which it was requested is accomplished.

All criminal reports, while needed, will be housed in a locked file with access limited to upper management for screening and determining eligibility for initial and continued assistance.

Misuse of the above information by any employee will be grounds for termination of employment.

If the family is determined eligible for initial or continued assistance, the criminal report will be shredded when the information is no longer needed.

If the family's assistance is denied or terminated, the criminal record information shall be shredded immediately upon completion of the review or hearing procedures and a final decision has been made.

The PHA will document in the family's file the circumstances of the criminal report and the date the report was destroyed.

## **Housing Authority Discretion**

In deciding whether to deny or terminate assistance due to action or failure to act by members of the family, HABC has discretion to consider all of the circumstances in each case. HABC will review the length of time since the violation occurred and the family's more recent history and record of compliance, and the effects that denial or termination of assistance may have on other family members.

## **HQS Breach**

The Executive Manager will determine if an HQS breach is identified in 24 CFR 982.404(b) is the responsibility of the family. Families may be given extensions to cure HQS breaches by the Executive Director based on the recommendation of the Executive Manager and Housing Inspector.

## **Lease Violations**

The following criteria will be used to decide if a serious or repeated violation of the lease will result in termination of assistance:

- If the owner terminates tenancy through court action for serious or repeated violation of the lease.
- If the owner notifies the family of termination of tenancy assistance for serious or repeated lease violations, and the family moves from the unit prior to the completion of court action, and HABC determines that the cause is a serious or repeated violation of the lease based on available evidence.
- If there are police reports, neighborhood complaints or other third-party information, that has been verified by HABC.
- Nonpayment of rent is considered a serious violation of the lease.

In each case, HABC will consider which family members were involved, the circumstances, and any hardship that might be caused to innocent members.

## **C. INFORMAL HEARING GUIDELINES and PROCEDURES**

HABC shall give a participant in the HCV program, an opportunity for an informal hearing to consider whether decisions relating to the individual circumstances of the family are in accordance with law, HUD regulations, and HABC's Administrative Plan in the following cases:

1. A determination of the amount of the total tenant payment or tenant rent (not to include determinations of the Utility Allowance Schedule).
2. A decision to deny or terminate assistance on behalf of the participant.
3. In the case of an assisted family which wants to move to another dwelling unit with continued participation, the determination of the number of bedrooms entered on the Housing Voucher.

4. Determination to terminate a family's FSS Contract, withhold supportive services, or propose forfeiture of the family's escrow account.
5. Determination to pay an owner a claim for damages unpaid rent or vacancy loss.

HABC must always provide the opportunity for an informal hearing before termination of assistance.

An Informal Hearing is **not required** for established policies and procedures and HABC's determination, such as:

1. To review HABC's determination that a unit does not comply with Housing Quality Standards, that the owner has failed to maintain or operate a housing unit (including services, maintenance and utilities required under the lease), or that the contract unit is not decent, safe and sanitary due to a change in family composition.
2. To review a decision by HABC to exercise any remedy against the owner under an outstanding contract, including the termination of Housing Assistance Payments to the owner.
3. To review HABC's decision not to approve a family's request for an extension of the term of the housing voucher issued to an assisted family which wants to move to another dwelling with continued participation in the HCV Program.
4. Discretionary administrative determinations by HABC.
5. General Policy issues or class grievances.

HABC will give the family prompt notice of such determinations as follows:

- The proposed action or decision of HABC;
- The date the proposed action or decision will take place;
- The family right to an explanation of the basis of the decision;
- The procedures for requesting a hearing if the family disputes the action or decision;
- The time limit for requesting the hearing;
- To whom the hearing request should be addressed;
- A copy of HABC's hearing procedures.

## **Notification of Hearing**

It is HABC's objective to resolve disputes at the lowest level possible, and to make every effort to avoid the most severe remedies. However, if this is not possible, HABC will ensure that applicants and participants will receive all the protections and rights afforded by the law and regulations.

Upon receipt of the informal hearing request, HABC will schedule the informal hearing within fifteen (15) business days. The notification of the hearing will contain:

- The date and time of the hearing;
- The location where the hearing will be held;
- The family's right to bring evidence, witnesses, legal or other representation at the family's expense;
- The right to review documents or evidence which HABC based the proposed action, and, at the family's expense to obtain a copy of such documents prior to the hearing. Requests for such documents must be received no later than 5 days prior to the hearing date.

## **Hearing Procedures**

The program participant may reschedule only upon showing "good cause" which is defined as an unavoidable conflict, which seriously affects the health, safety or welfare of the family.

If the family does not appear at the scheduled time, and did not make arrangements in advance, HABC will automatically proceed with the informal hearing, make a determination on the grounds inaction by the family and terminate the assistance.

Families have the right to:

- Present written or oral objections to HABC's determination;
- Examine the documents in the file, which are the basis for HABC's action, and all documents submitted to the Hearing Officer;
- Copy any relevant documents at their expense;
- Present any information or witnesses pertinent to the issue of the hearing;
- Request that HABC be available or present at the hearing to answer questions pertinent to the case; and
- Be represented by legal counsel, advocate, or other designated representative at their own expense.

In no case will the family or family representative(s) be allowed to remove the family file from HABC's office.

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

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

The Informal Hearing shall be conducted by the Informal Hearing Officer who must not be the person who made or approved the decision.

The hearing shall concern only the issues for which the family has received the opportunity for hearing. Evidence presented at the hearing may be considered without regard to admissibility under the rules of the evidence applicable to judicial proceedings.

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

All requests for a hearing, supporting documentation and a copy of the final decision will be retained in the family's file.

#### **D. HEARING and APPEAL PROVISIONS DUE TO IMMIGRATION STATUS**

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

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

#### **INS Determination of Ineligibility**

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



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

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

- Deny the applicant family; or
- Terminate the participant if the family.

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

All other complaints related to eligible citizen/immigrant status:

- If any family member fails to provide documentation or certification, that member is treated as ineligible. If all family members fail to provide, the family will be denied or terminated for failure to provide.
- Participants whose assistance is pro-rated are entitled to a hearing based due to the determination of Total Tenant Payment.
- Families denied or terminated for fraud in connection with the non-citizens rule are entitled to a review or hearing in the same way as terminations for any other type of fraud.

#### **E. MITIGATING CIRCUMSTANCES FOR APPLICANTS/ PARTICIPANTS WITH DISABILITIES**

When applicants are denied placement on the waiting list or assistance is terminated for participants, they will be informed that presence of a disability may be considered as a mitigating circumstance.

Mitigating circumstances are defined as:

1. A person with a cognitive disorder may not have understood the requirement to report increases in income;
2. A person may not understand the need to make regular repayments on a promissory note;
3. Minor criminal records for public drunkenness may be due to medication; prior incarcerations for being disorderly may be emotional disorder.

## **F. PROCEDURES FOR NON-CITIZENS**

### **Denial due to Ineligible Immigration Status**

Applicant families in which all members are neither U.S. citizens nor eligible immigrants will be determined ineligible for the HCV program and offered an opportunity for an Informal Hearing.

Assistance may not be terminated while verification of the participant family's eligible immigration status is pending.

### **False or Incomplete Information**

When HABC has clear, concrete, or substantial documentation (such as permanent resident card or information from another agency) that contradicts the declaration of citizenship made by an applicant or participant, an investigation will be conducted, and the individual will be given an opportunity to present relevant information.

If the individual is unable to verify their citizenship, HABC will not give him/her an opportunity to provide a new declaration as an eligible immigrant or an opportunity to elect not to contend their status.

HABC will then verify eligible status, deny, terminate, or prorate as applicable. HABC will deny or terminate assistance based on the submission of false information or misrepresentation.

### **Procedure for Denial or Termination**

If the family (or any member) claimed eligible immigrant status and the INS primary and secondary verifications failed to document the status, the family may make an appeal to the INS and request a hearing with HABC either after the INS appeal or in lieu of the INS appeal.

After HABC has made a determination of ineligibility, the family will be notified of the determination and the reasons and informed of the option for prorated assistance (if applicable).

## **G. TERMINATION DUE TO MISREPRESENTATION**

If the family misrepresented any facts that caused an overpayment of housing assistance, HABC may choose not to terminate and may offer a repayment agreement in order to continue assistance.

## **H. MISREPRESENTATION IN COLLUSION WITH OWNER**

If the family intentionally, willingly, and knowingly commits fraud or is involved in any other illegal scheme with the owner, HABC will deny or terminate assistance.

In making this determination, HABC will carefully consider the possibility of overt or implied intimidation of the family by the owner and the family's understanding of the events.

## **I. MISSED APPOINTMENTS and DEADLINES**

It is a Family Obligation to supply information, documentation, and certification as needed for HABC to fulfill its responsibilities. HABC schedules appointments and sets deadlines in order to obtain required information. The Obligations also require that the family allows HABC to inspect the housing unit, and appointments are made for this purpose.

An applicant or participant who fails to keep an appointment, or to supply required information by a deadline, may be sent a Notice of Denial or Termination of Assistance for failure to provide required information or for failure to allow the agency to inspect the housing unit.

The family will be given information about the requirement to keep appointments, and the number of times appointments will be rescheduled, as specified in this Plan.

Appointments will be scheduled, and time requirements will be imposed for the following events and circumstances:

- Eligibility for Admissions
- Verification Procedures
- Voucher Issuance and Briefings
- Housing Quality Standards and Inspections
- Re-examinations
- Appeals

Acceptable reasons for missing appointments or failing to provide information by deadlines are:

- Medical emergency
- Incarceration
- Family emergency

Procedure when appointments are missed, or information not provided:

For most purposes in this Plan, the family will be given two appointments before being issued a notice of termination or denial for breach of a family obligation.

If the family offers to correct the breach within the time allowed to request a hearing, the notice may be rescinded if the family offers to cure the breach, and the family does not have a history of non-compliance.

## **J. HOUSING ASSISTANCE PAYMENTS (HAP) CONTRACT TERMINATION**

The Housing Assistance Payments (HAP) contract is the contract between the owner and the PHA that defines the responsibilities of both parties. The term of the HAP Contract is the same as the term of the lease. HABC or the owner may terminate the Contract between the owner and HABC.

HABC may terminate the HAP contract for the following reasons:

1. Families who are guilty of program abuse or fraud in any federal housing assistance program.
2. Families who have violated one of their family obligations as listed on the voucher.
3. Families must pay their outstanding balance prior to the issuance of a voucher or execution of a HAP Contract (they will be allowed to remain in their current unit under their same contract).
4. Families whose total tenant payment is sufficient to pay the full gross rent and 180 days (6 months) have elapsed since HABC's last HAP payment on their behalf.
5. Families whose appropriate members do not provide their Social Security information and documentation within the time required and specified by HABC.
6. Owner committed fraud or misrepresentation in connection with the HCV Program.
7. If the owner is the parent, child, grandparent, sister or brother of any member of the family.
8. Owner's failure to correct HQS items and the abatement period has passed.
9. If the owner or family terminates the lease, in accordance with the terms of the lease.
10. If the family moves out of the unit at any time.

No Housing Assistance Payments will be made on behalf of the family to the owner after the month in which the Contract is terminated, and the owner must reimburse HABC for any payments made for any period after the contract termination date.

If the family continues to occupy the unit after the HAP contract is terminated, the family is responsible for the full rent due to the owner.

HABC must continue making Housing Assistance Payments to the owner in accordance with the HAP contract, as long as the family continues to occupy the unit and the contract is not violated. By endorsing the monthly check from HABC, the owner certifies that the family is still in the unit, the rent is reasonable, and they are in compliance with the contract.

#### **K. TERMINATION OF THE CONTRACT BY PHA**

The term of the HAP contract terminates, when the lease terminates, when HABC terminates program assistance for the family, and/or due to an owner breach of the HAP contract.

#### **HABC may also terminate the contract if:**

- The family is required to move from a unit when the unit does not meet HQS space standards.
- Funding is no longer available under the ACC.
- If 180 days have passed since the last Housing Assistance Payment to the owner.

#### **L. TERMINATION OF TENANCY BY THE OWNER: EVICTIONS**

If the owner wishes to terminate the lease, the owner is required under the lease, to provide proper notice as stated in the lease.

During the term of the lease, the owner may not terminate the tenancy except for the grounds stated in HUD regulations.

During the term of the lease the owner may only evict for:

- Serious or repeated violations of the lease, including but not limited to failure to pay rent or other amounts due under the lease, or repeated violation of the terms and conditions of the lease;

- Violations of federal, state or local law that imposes obligations on the family in connection with the occupancy or use of the premises; or criminal activity by the family, any member of the household, a guest or another person under the family's control that threatens the health, safety or right to peaceful enjoyment of the premises by the other residents, or persons residing in the immediate vicinity of the premises or any drug-related criminal activity on or near the premises.
- Other good cause.

During the initial term of the lease, the owner may not terminate the tenancy for "other good cause" unless the owner is terminating the tenancy because of something the family did or failed to do (see 24 CFR 982.310).

The owner must provide the tenant a written notice specifying the grounds for termination of tenancy, at or before the commencement of the eviction action. The notice may be included in, or may be combined with, any owner eviction notice to the tenant.

The owner eviction notice means a notice to vacate, or a complaint, or other initial pleading used under State or local law to commence an eviction action.

HABC requires that the owner specify the section of the lease that was violated and cite some or all of the ways in which the tenant violated that section as documentation for the decision to terminate housing assistance.

Housing Assistance Payments are paid to the owner under the terms of the HAP contract. If the owner has begun eviction and the family continues to reside in the unit, HABC will continue to make Housing Assistance Payments to the owner until the owner has obtained a court judgment or other process allowing the owner to evict the tenant.

HABC will continue Housing Assistance Payments until the family moves or is evicted from the unit.

If the action is finalized in court, the owner must provide HABC with the documentation, including notice of the lockout date.

## CHAPTER 22

### DEFINITIONS

The following definitions apply as noted in the respective program regulations:

#### **Absorption**

In portability (under subpart H of **24 CFR §982**): the point at which a receiving PHA stops billing the initial PHA for assistance on behalf of a portability family. The receiving PHA uses funds available under the receiving PHA consolidated ACC.

#### **Actual and Imminent Threat (VAWA)**

Refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur. **24 CFR §5.2003**

#### **ADA**

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

#### **Adjusted Income**

Adjusted income (income upon which rent is based) means Annual Income less the deductions and exemptions found at **24 CFR §5.611**

A person who is 18 years of age or older or who is a minor who has been emancipated or designated as "sui juris" under any Federal, State or tribal law.

#### **Affiliated Individual**

with respect to an individual, means: (1) a spouse, parent, brother, sister, or child of that individual, or a person to whom that individual stands in the place of a parent or guardian (for example, the affiliated individual is a person in the care, custody, or control of that individual); or (2) any individual, tenant, or lawful occupant living in the household of that individual. **24 CFR §5.2003**

#### **Administrative Fee**

Fee paid by HUD to the PHA for administration of the program. **24 CFR §982.152.**

**Administrative Fee Reserve (formerly 'operating reserve')**

Account established by PHA from excess administrative fee income. The administrative fee reserve must be used for housing purposes. **24 CFR §982.155.**

**Administrative Plan**

The plan that describes PHA policies for administration of the tenant-based programs. **24 CFR §982.54.**

**Admission**

The point when the family becomes a participant in the program. The date used for this purpose is the effective date of the first HAP contract for a family.

**Annual Contributions Contract (ACC)**

The written contract between HUD and a PHA under which HUD agrees to provide funding for a program under the 1937 Act, and the PHA agrees to comply with HUD requirements for the program.

**Annual Income**

Annual income is the anticipated total income from all sources, including net income derived from assets, received by the family head and spouse (even if temporarily absent) and by each additional adult family member. It includes all net income from assets for the 12-month period following the effective date of initial determination or re-examination of income.

*To annualize full-time employment, multiply as follows:*

- a. Hourly wages by 2080 hours
- b. Weekly wages by 52
- c. Bi-weekly wages by 26
- d. Semi-monthly wages by 24
- e. Monthly amount by 12

**Anticipated Annual Income**

If it is not feasible to anticipate income for a 12-month period, the PHA may use the annualized income anticipated for a shorter period, subject to an Interim Adjustment at the end of the shorter period.

**Applicant (applicant family)**

A family that has applied for admission to a program but is not yet a participant in the program.



**Assets**

Assets means "cash (including checking accounts), stocks, bonds, savings, equity in real property, or the cash value of life insurance policies. Assets do not include the value of personal property such as furniture, automobiles and household effects or the value of business assets." See the definition of Net Family Assets, for assets used to compute annual income. **24 CFR §5.603**

**Auxiliary Aids**

Services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in and enjoy the benefits of programs or activities. **24 CFR §8.3**

**Bifurcate**

To divide a lease as a matter of law such that certain tenants can be evicted or removed while the remaining family members' lease and occupancy rights are allowed to remain intact. **24 CFR §5.2003**

**Budget Authority**

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

**Care attendant**

A person that regularly visits the apartment of a PHA resident to provide supportive or medical services. Care attendants are not live-in aides, since they have their own place of residence (and if requested by PHA must demonstrate separate residence) and do not live in the public housing apartment. Care attendants have no rights of tenancy.

**Child**

means a member of the family other than the family head or spouse who is under 18 years of age

**Child Care Expenses**

Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for childcare. In the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income.

**Citizen**

Means a citizen or national of the United States. **24 CFR §5.504**

**Co-Head of Household**

One of two persons held responsible and accountable for the family

**Common Space**

In shared housing: Space available for use by the assisted family and other occupants of the unit.

**Consent Form**

Any consent form approved by HUD to be signed by assistance applicants and participants for the purpose of obtaining income information from employers and SWICAs (State Wage Information Collection Agency); return information from the Social Security Administration (including wages, net earnings from self-employment, and payments of retirement income), as referenced at 26 U.S.C. 6103(l)(7)(A); and return information for unearned income from the Internal Revenue Service, as referenced at 26 U.S.C. 6103(l)(7)(B). The consent forms expire after a certain time and may authorize the collection of other information from assistance applicants or participants to determine eligibility or level of benefits as provided in applicable regulations.

**Continuously Assisted**

An applicant is continuously assisted under the 1937 Act if the family is already receiving assistance under any 1937 Act program when the family is admitted to the Voucher Program.

**Contract Authority**

The maximum annual payment by HUD to a PHA for a funding increment.

**Covered Families**

Families who receive welfare assistance or other public assistance benefits ("welfare benefits") from a State or other public agency for which Federal, State, or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for such assistance.

**Dating Violence**

For purposes of interpreting the Violence Against Women Act, Violence committed by a person: Who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the following factors: (i) the length of the relationship, (ii) the type of relationship; and (iii) the frequency of interaction between the persons involved in the relationship.

**24 CFR §5.2003**

**Dependent**

A member of the family (except foster children and foster adults) other than the family head or spouse, who is under 18 years of age, or is a person with a disability, or is a full-time student. In the context of student eligibility restrictions, a dependent child is the child of an enrolled student who meets the criteria of **24 CFR §5.603**

**Disability Assistance Expenses**

Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.

**Disabled Family**

A family whose head, spouse, or sole member is a person with disabilities; or two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides. **24 CFR §5.403**

**Displaced family**

A family in which each member, or whose sole member, is a person displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

**Divestiture income**

Imputed income from assets, including business assets, disposed of by applicant or resident in the last two years at less than fair market value. (See the definition of Net Family Assets **24 CFR §5.603** in this section.)

**Domestic Violence**

Includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabited with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the or family violence laws of the jurisdiction. **24 CFR §5.2003**

**Domicile**

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

**Drug-related Criminal Activity**

Illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance (as defined in section 802 of title 21)

**Drug-trafficking**

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

**Economic Self-Sufficiency Program**

Any program designed to encourage, assist, train, or facilitate the economic independence of 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, work fare, 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.

**EHV**

Means Emergency Housing Voucher

**EID**

Earned Income Disallowance (Disregard)

**Elderly Family**

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

**Elderly Person**

An individual who is at least 62 years of age.

**Eligible Immigration Status**

For a non-citizen, verification of immigration status eligible for assisted housing consisting of a signed certification and the original copy of an acceptable INS document. **24 CFR §5.508**

**Emancipated Minor**

A person under age 18 who does not live or intend to live with his/her parents, and who has been declared "emancipated" by a court of competent jurisdiction. An emancipated minor is eligible to be a head of household and sign a PHA lease.

**Employer Identification Number (EIN)**

The nine-digit taxpayer identifying number that is assigned to an individual, trust, estate, partnership, association, company, or corporation pursuant to sections 6011(b), or corresponding provisions of prior law, or 6109 of the Internal Revenue Code.

**Evidence of citizenship or eligible status**

The documents which must be submitted to evidence citizenship or eligible immigration status.

**Extremely Low Income Family**

A very low-income family whose annual income does not exceed the higher of:

- (1) the poverty guidelines established by the Department of Health and Human Services applicable to the family of the size involved; or
- (2) 30 percent of the area median income, as determined by HUD, with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 30 percent of the area median income for the area if HUD finds that such variations are necessary because of unusually high or low family incomes. **24 CFR §5.603**

**Fair Housing Act**

Means title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.).

**Fair Market Rent (SAFMR)**

The rent, including the cost of utilities (except telephone), as established by HUD for units of varying sizes (by number of bedrooms), that must be paid in the housing market area to rent privately owned, existing, decent, safe and sanitary rental housing of modest (non-luxury) nature with suitable amenities. See periodic publications in the Federal Register. **24 CFR §888.**

**Family (24 CFR §5.403)**

Includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:

- (1) A single person, who may be an elderly person, displaced person, disabled person, near-elderly person or any other single person; or
- (2) A group of persons residing together, and such group includes, but is not limited to:

- a. a family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family);
- b. an elderly family;
- c. a near-elderly family;
- d. a disabled family;
- e. a displaced; and
- f. the remaining member of a tenant family.

### **Family Rent to Landlord**

In the Voucher Program, the portion of rent to landlord paid by the family. For calculation of family rent to landlord, see **24 CFR §982.515(b)**

### **Family Self-Sufficiency Program (FSS Program)**

The program established by a PHA in accordance with **24 CFR §984** to promote self-sufficiency of assisted families, including the coordination of supportive services (42 U.S.C. 1437u).

### **Family Share**

The portion of rent and utilities paid by the family. For calculation of family share, see **24 CFR §982.515 (a)**.

### **Family Unit Size**

The appropriate number of bedrooms for a family, as determined by the PHA under the PHA subsidy standards.

### **Financial Assistance - with respect to Student Eligibility**

Financial assistance includes any assistance the student receives that is in excess of tuition under the Higher Education Act of 1965, from other sources, and from institutions of higher education.

1. Under the HE Act of 1965: includes Pell Grants, Federal Supplement Educational Opportunity Grants, Academic Achievement Incentive Scholarships, State Assistance under the Leveraging Educational Assistance Partnership Program, the Robert G. Byrd Honors Scholarship Program and the Federal Work Study programs.
2. Assistance from private sources: would include non-governmental sources of assistance, including assistance that may be provided to a student from a parent, guardian or other family member, whether residing within the family receiving Section 8 assistance or not, and from other persons not residing with the assisted family.
3. From an institution of higher education requires a reference to a particular institution and the institution's listing of financial assistance.
4. Financial assistance does not include loan proceeds, e.g., the Perkins, Stafford and Plus loans under the HE Act of 1965 are not considered as financial assistance.

**Foster Adult**

An adult (usually a person with disabilities) who is placed in someone's home by a governmental agency so the family can help with his/her care. Foster adults may be members of PHA households, but they have no rights as remaining family members. The income received by the family for the care of a Foster Adult is excluded from Annual Income.

**Fulltime 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. An educational institution includes a vocational school with a diploma or Certificate Program, as well as an institution offering a college degree. **24 CFR §5.603**

**Funding Increment**

Each commitment of budget authority by HUD to a PHA under the consolidated Annual Contributions Contract for the PHA program.

**Gender Identity**

Gender identity means actual or perceived gender-related characteristics. **24 CFR §5.100**

**General Counsel**

The General Counsel of HUD (legal division).

**Grantee**

The person or legal entity to which a grant is awarded and that is accountable for the use of the funds provided.

**Gross Rent**

The sum of the rent to landlord plus any utility allowance.

**Group Home**

A dwelling unit that is licensed by a State as a group home for the exclusive residential use of two to twelve persons who are elderly or persons with disabilities (including any live-in aide). A special housing type: **24 CFR §982.610 to 982.614.**

**Guest**

For the purposes of resident selection and lease enforcement, a guest is a person temporarily staying in the unit with the consent of the resident or other member of the household who has express or implied authority to so consent on behalf of the resident. **24 CFR §5.100**

**HAP Contract**

Housing Assistance Payments contract; the legal contract between the PHA and the landlord/owner

**Head of Household**

The adult member of the family who is the head of the household for purposes of determining income eligibility and rent

**Housing Agency (HA)**

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

**Housing Assistance Payment**

The monthly assistance payment by a PHA, which includes:

1. A payment to the landlord for rent to the landlord under the family's lease; and
2. An additional payment to the family if the total assistance payment exceeds the rent to landlord.

**Housing Quality Standards (HQS)**

The HUD minimum quality standards for housing assisted under the tenant-based programs. See **24 CFR §982.401**.

**Immediate Family Member**

For purposes of interpreting the Violence Against Women Act, a spouse, parent, brother or sister, or child of the person, or an individual to whom that person stands in loco parentis (in place of a parent); or any other person living in the household of that person and related to that person by blood or marriage.

**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.

**Income Information**

Information relating to an individual's income, including:

- (1) All employment income information known to current or previous employers or other income sources that HUD or the processing entity determines is necessary for purposes of determining an assistance applicant's or participant's eligibility for, or level of assistance in, a covered program;



- (2) All information about wages, as defined in the State's unemployment compensation law, including any Social Security Number; name of the employee; quarterly wages of the employee; and the name, full address, telephone number, and, when known, Employer Identification Number of an employer reporting wages under a State unemployment compensation law;
- (3) With respect to unemployment compensation:
  - (i) Whether an individual is receiving, has received, or has applied for unemployment compensation.
  - (ii) The amount of unemployment compensation the individual is receiving or is entitled to receive; and
  - (iii) The period with respect to which the individual actually received such compensation.
- (4) Unearned IRS income and self-employment, wages and retirement income as described in the Internal Revenue Code, 26 U.S.C. 6103(l)(7); and
- (5) Wage, social security (Title II), and supplemental security income (Title XVI) data obtained from the Social Security Administration.

### **Independent College Student**

Criteria for determining independence from parents:

1. must be of legal contract age under the state law (18 in Texas)
2. must have established a household separate from parent(s) or legal guardians for at least one year prior to application for occupancy OR must meet the U. S. Dept. of Education's definition of an independent student:
  - a. be at least 24 by December 31 of the award year for which aid is sought
  - b. be an orphan or ward of the court through age 18
  - c. be a veteran of the U. S. Armed Forces
  - d. have legal dependents other than a spouse
  - e. be a graduate or professional student; OR be married.
3. must not be claimed as a dependent by parents or legal guardians pursuant to IRS regulations.
4. must obtain a certification of the amount of financial assistance that will be provided by parents, signed by the individual providing the support.

### **Initial HA (PHA)**

In portability, the term refers to both:

1. An HA that originally selected a family that later decides to move out of the jurisdiction of the selecting HA; and
2. An HA that absorbed a family that later decides to move out of the jurisdiction of the absorbing HA.

### **Initial Payment Standard**

The payment standard at the beginning of the HAP contract term.

### **Initial Rent to Landlord**

The rent to landlord at the beginning of the HAP contract term.

### **Jurisdiction**

The area in which the PHA has authority under State and local law to administer the program. From State Law: The area of operation of a municipal housing authority is the municipality for which the authority is created and the area that is within five miles of the territorial boundaries of the municipality and is not within the territorial boundaries of another municipality. The area of operation of a county housing authority is the county in which the authority is created excluding the parts of the county that are within the territorial boundaries of a municipality. The area of operation of a regional housing authority is the counties for which the authority is created excluding the parts of the counties that are within the territorial boundaries of a municipality.

### **Kinship Care**

An arrangement in which a relative or non-relative becomes the primary caregiver for a child or children but is not the biological parent of the child or children. The primary caregiver need not have legal custody of such child or children to be a kinship caregiver under this definition. (Definition provided by the Kinship Care Project, National Association for Public Interest Law). The primary caregiver must be able to document Kinship care, which is usually accomplished through school or medical records.

### **Lease**

- (1) A written agreement between a landlord and a tenant for the leasing of a dwelling unit to the tenant. The lease establishes the conditions for occupancy of the dwelling unit by a family with Housing Assistance Payments under a HAP contract between the landlord and the PHA.
- (2) In cooperative housing, a written agreement between a cooperative and a member of the cooperative. The agreement establishes the conditions for occupancy of the member's cooperative dwelling unit by the member's family with Housing Assistance Payments to the cooperative under a HAP contract between the cooperative and the PHA. For purposes of **24 CFR §982**, the cooperative is the Section 8 "landlord" of the unit, and the cooperative member is the Section 8 "tenant."

### **Lease Addendum**

In the lease between the tenant and the landlord, the lease language required by HUD.

**Live-in Aide**

Means a person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who:

- 1 Is determined to be essential to the care and well-being of the persons;
2. Is not obligated for the support of the persons; and
3. Would not be living in the unit except to provide the necessary supportive services.

**Manufactured Home**

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

**Manufactured Home Space**

In manufactured home space rental: A space leased by a landlord to a family. A manufactured home owned and occupied by the family is located on the space. See **24 CFR §982.622 to §982.624.**

**Medical Expenses**

Medical expenses, including medical insurance premiums, that are anticipated during the period for which annual income is computed, and that are not covered by insurance.

**MIRB**

Maximum Initial Rent Burden.

**Mixed Family**

A family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status.

**Monthly Adjusted Income**

One twelfth of adjusted annual income.

**Monthly Income**

One twelfth of annual income.

**MSA**

Metropolitan statistical area.

**National**

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

**Near-elderly Family**

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

**Net Family Assets**

1. Net cash value after deducting reasonable costs that would be incurred in disposing of 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. The value of necessary items of personal property such as furniture and automobiles shall be excluded.
2. 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 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 **24 CFR §5.609**.
3. In determining net family assets, PHAs or landlords, as applicable, shall include the value of any business or family 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 reexamination, as applicable, in excess of the consideration received therefor. In the case of a disposition as part of a separation or divorce settlement, 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.

**NOFA**

Notice of Funding Availability.

**Noncitizen**

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

**OMB**

The Office of Management and Budget.

**Owner**

Means the person or entity (or employee of an owner) that leases an assisted dwelling unit to an eligible family and includes, when applicable, a mortgagee. Owner: Any person or entity with the legal right to lease or sublease a unit to a participant. In the Section 8 program, "owner" is the same as "landlord".

**Participant (participant family)**

A family that has been admitted to the PHA program and is currently assisted in the program. The family becomes a participant on the effective date of the first HAP contract executed by the PHA for the family.

**Payment Standard**

The maximum subsidy payment for a family (before deducting the family contribution). The PHA sets a payment standard in the range from 90 percent to 110 percent of the current SAFMR/exception rent limit.

**Person with Disabilities 42 USC 1437a(b)(3)**

Means a person who

1. Has a disability as defined in Section 223 of the Social Security Act **42 USC §423**; or,
2. Has a physical or mental impairment that:
  - Is expected to be of long continued and indefinite duration.
  - Substantially impedes his/her ability to live independently; and,
  - Is of such nature that such disability could be improved by more suitable housing conditions; or,
3. Has a developmental disability as defined in **Section 102 (5) (b)** of the Developmental Disabilities Assistance and Bill of Rights Act **42 USC §6001(5)**.

This is the definition that is used for eligibility and granting deductions for rent.

**Portability**

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

**Premises**

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

**Program Receipts**

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

**Processing Entity**

The person or entity that, under any of the programs covered under this Plan, is responsible for making eligibility and related determinations and any income reexamination.

**Public Housing Agency (PHA)**

- (1) Any State, county, municipality, or other governmental entity or public body which is authorized to administer the program (or an agency or instrumentality of such an entity), and

(2) Any of the following:

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

**Qualified Individual with Disabilities, Section 504**

Means an individual with disabilities who meets the essential eligibility requirements and who can achieve the purpose of the program or activity without modifications in the program or activity that the PHA can demonstrate would result in a fundamental alteration in its nature.

- 1. Essential eligibility requirements include: ...stated eligibility requirements such as income as well as other explicit or implicit requirements inherent in the nature of the program or activity, such as requirements that an occupant of multifamily housing be capable of meeting the recipient's selection criteria and be capable of complying with all obligations of occupancy with or without supportive services provided by persons other than the PHA.
- 2. For example, a chronically mentally ill person whose particular condition poses a significant risk of substantial interference with the safety or enjoyment of others or with his or her own health or safety in the absence of necessary supportive services may be "qualified" for occupancy in a project where such supportive services are provided by the PHA as a part of the assisted program. The person may not be 'qualified' for a project lacking such services. **24 CFR §8.3**

**Reasonable Rent**

A rent to landlord that is not more than rent charged:

- (1) For comparable units in the private unassisted market; and
- (2) For comparable unassisted units in the premises.

**Receiving HA (or PHA)**

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

**Remaining Family Member**

A remaining family member is defined as a family member listed on the most recent recertification who is 18 years of age or older, who meets all other eligibility criteria, and is a member of a PHA tenant family, but not a signatory to the lease and who continues to live in the unit after all other family members have left.

**Renewal Units**

The number of units, as determined by HUD, for which funding is reserved on HUD books for a PHA's program. This number is used in calculating renewal budget authority in accordance with **24 CFR §982.102**.

**Rent to Owner**

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

**Residency Preference**

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

**Residency Preference Area**

The specified area where families must reside to qualify for a residency preference.

**Shared Housing**

A unit occupied by two or more families. The unit consists of both common space for shared use by the occupants of the unit and separate private space for each assisted family. A special housing type: see **24 CFR §982.615 to §982.618**.

**Sexual Assault (VAWA)**

Means any nonconsensual sexual act proscribed by Federal or State law, including when the victim lacks capacity to consent. **24 CFR §5.2003**

**Sexual Orientation**

Sexual orientation means homosexuality, heterosexuality or bisexuality. **24 CFR §5.100**

**Single Person**

A person who is not an elderly, person with disabilities, a displaced person or the remaining member of a resident family.

**Single Room Occupancy Housing (SRO)**

A unit that contains no sanitary facilities or food preparation facilities, or contains either, but not both, types of facilities. A special housing type: **24 CFR §982.602 to §982.605.**

**Social Security Number (SSN)**

The nine-digit number that is assigned to a person by the Social Security Administration and that identifies the record of the person's earnings reported to the Social Security Administration. The term does not include a number with a letter as a suffix that is used to identify an auxiliary beneficiary.

**Special Admission**

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

**Special Housing Types**

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

**Specified Welfare Benefit Reduction:**

A reduction of welfare benefits, in whole or in part, for a family member, as determined by the welfare agency, due to fraud in connection with the welfare program; or due to a sanction for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.

**Spouse or Intimate Partner (VAWA)**

Includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship and the frequency of interaction between the persons involved in the relationship. **24 CFR §5.2003**

**Stalking**

For purposes of interpreting the Violence Against Women Act, stalking means engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for the person's individual safety or the safety of others or suffer substantial emotional distress. **24 CFR §5.2003**



### **State Wage Information Collection Agency (SWICA)**

The State agency, including any Indian tribal agency, receiving quarterly wage reports from employers in the State, or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information.

### **Subsidy Standards**

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

### **Suspension**

Stopping the clock on the term of a family's Voucher, for such period as determined by the PHA, from the time when the family submits a request for PHA approval to lease a unit, until the time when the PHA approves or denies the request.

### **Tenant**

Means an individual or a family renting or occupying an assisted dwelling unit. The person or persons (other than a live-in aide) who executes the lease as lessee of the dwelling unit.

### **Tenant Rent**

The amount payable monthly by the family as rent to the PHA or landlord, as applicable. Where all utilities (except telephone) and other essential housing services are supplied by the PHA or landlord, tenant rent equals total tenant payment. Where some or all utilities (except telephone) and other essential housing services are supplied by the PHA or landlord and the cost thereof is not included in the amount paid as rent, tenant rent equals total tenant payment less the utility allowance.

### **Total Tenant Payment**

1. A family renting a unit at or below the payment standard pays as gross rent the highest of 30% of the monthly adjusted income, 10% of the monthly gross income, or the established minimum rent.
2. A family renting a unit above the payment standard pays the highest of 30% of the monthly adjusted income, 10% of the monthly gross income, or the established minimum rent, plus any rent above the payment standard.
3. The initial rent for any unit leased under the Voucher Program must not require that a family pay more than 40% of adjusted income for rent. This maximum initial rent burden (MIRB) is applicable each time a participant moves to a new housing unit and for new admissions. The rent can exceed the MIRB if the family renews a lease for the same unit.

### **Uniform Federal Accessibility Standards**

Standards for the design, construction, and alteration of publicly owned residential structures to ensure that physically disabled persons will have ready access to and use of such structures. The standards are set forth in Appendix A to **24 CFR §Part 40**. See cross reference to UFAS in 504 regulations, **24 CFR §8.32 (a)**.

### **Utility Allowance**

If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a PHA or HUD of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

### **Utility Reimbursement**

The amount, if any, by which the utility allowance for the unit, if applicable, exceeds the total tenant payment for the family occupying the unit.

### **VAWA**

means the Violence Against Women Act of 2005 and 2013 Reauthorization, as amended. **24 CFR §5.2003**

### **Very Low-Income Family**

A very low-income family has an Annual Income less than 50 percent of the median Annual Income for the area, adjusted for family size, as determined by HUD.

### **Violent Criminal Activity**

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

### **Voucher (Rental Voucher)**

A document issued by a PHA to a family selected for admission to the Voucher Program. This document describes the program and the procedures for PHA approval of a unit selected by the family. The Voucher also states obligations of the family under the program.

### **Voucher Holder**

A family holding a Voucher with unexpired search time.

**Waiting List Admission**

An admission from the PHA waiting list.

**Welfare Assistance**

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

**Welfare-to-Work (WTW) families**

Families assisted by a PHA with voucher funding awarded to the PHA under the HUD welfare-to-work Voucher Program (including any renewal of such WTW funding for the same purpose).

**Work Activities**

As used in the HUD definitions at **24 CFR §5.603** the term work activities mean:

1. Unsubsidized employment.
2. Subsidized private sector employment.
3. Subsidized public sector employment.
4. Work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available.
5. On-the-job training.
6. Job search and job readiness programs.
7. Community service programs.
8. Vocational educational training (< 12 months)
9. Job skills training directly related to employment.
10. Education directly related to employment, in the case of a recipient who has not received a high school diploma or certificate of high school equivalency.
11. Satisfactory attendance at a secondary school or in a course of study leading to a certificate of general equivalence.
12. The provision of childcare services to an individual who is participating in a community service program.