Sandusky Metropolitan Housing Authority
HOUSING CHOICE VOUCHER ADMINISTRATIVE PLAN
(Update November 2026 with HOTMA)

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Chapter 1

STATEMENT OF POLICIES AND OBJECTIVES

INTRODUCTION

The Section 8 Program was enacted as part of the Housing and Community Development Act of 1974, which recodified the U.S. Housing Act of 1937. The Act has been amended from time to time, and its requirements, as they apply to the Tenant-Based Assistance Program, is described in and implemented through this Administrative Plan. The Section 8 tenant -based assistance programs are federally funded and administered for the **County of Sandusky** by the **Sandusky Metropolitan Housing Authority** through its Section 8 housing office.

Administration of the Section 8 Program and the functions and responsibilities of the Housing Authority (HA) staff shall be in compliance with the HA's Personnel Policy and the Department of Housing and Urban Development's (HUD) Section 8 Regulations as well as all Federal, State and local Fair Housing Laws and Regulations.

Jurisdiction

The jurisdiction of the HA is **all of Sandusky County, Ohio, except for the area bounded by the following borders: on the North, by Sandusky Bay; East, Sandusky County Road 280; West, Sandusky County Road 256; and South, Sandusky County Road 247. Sandusky MHA is also permitted to subsidize leases through the Housing Choice Voucher program in Ottawa County, Ohio since there is not a presiding PHA with the HCV program in this neighboring county.**

A. HOUSING AUTHORITY MISSION STATEMENT

The Sandusky Metropolitan Housing Authority will provide safe, decent, and affordable housing to eligible residents of Sandusky County. We will also serve as stewards of public funds and public trust, and we will serve all clientele with respect in an efficient manner and without discrimination.

B. LOCAL GOALS [24 CFR 982.1]

Part I

*** HUD Strategic Goal: Increase the availability of decent, safe, and affordable housing.**

_X_ PHA Goal: Expand the supply of assisted housing

Objectives:

____ Apply for additional rental vouchers:

____ Reduce public housing vacancies:

____ Leverage private or other public funds to create additional housing opportunities:

_X_ _ Acquire or build units or developments

_X_ _ Other (list below)

__X_ PHA Goal: Improve the quality of

assisted housing Objectives:

__X_ Improve public housing management:

(PHAS score) __X_ Improve voucher

management: (SEMAP score) __X _ Increase

customer satisfaction:

__X_ Concentrate on efforts to improve specific management functions (list; e.g., public housing finance; voucher unit inspections)

__X_ Renovate or modernize public

housing units: ____ Demolish or dispose

of obsolete public housing: ____ Provide

replacement public housing:

____ Provide

replacement vouchers:

____ Other: (list below)

___ PHA Goal: Increase assisted

housing choices Objectives:

____ Provide voucher mobility counseling:

____ Conduct outreach efforts to potential voucher landlords

____ Increase voucher payment standards

____ Implement voucher homeownership program:

____ Implement public housing or other homeownership programs:

____ Implement public housing site-based

waiting lists: ____ Convert public housing to

vouchers:

____ Other: (list below)

____ Other PHA Goal/s and objectives: (List below)

*** HUD Strategic Goal: Improve community quality of life and economic vitality __X_ PHA Goal: Provide an improved living environment**

Objectives:

____ Implement measures to deconcentrate poverty by bringing higher income public housing households into lower income developments:

____ Implement measures to promote income mixing in public housing by assuring access for lower income families into higher income developments:

__X_ Implement public housing security improvements:

____ Designate developments or buildings for particular resident groups (elderly, persons with disabilities)

____ Other: (list below)

____ Other PHA Goal/s and objectives: (List below)

*** HUD Strategic Goal: Promote self-sufficiency and asset development of families and individuals**

____ PHA Goal: Promote self-sufficiency and asset development of assisted households Objectives:

____ Increase the number and percentage of employed persons in assisted families:

____ Provide or attract supportive services to improve assistance recipients' employability:

____ Provide or attract supportive services to increase independence for the elderly or families with disabilities.

____ Other: (list below)

____ Other PHA Goal/s and objectives: (List below)

*** HUD Strategic Goal: Ensure Equal Opportunity in Housing for all**

Americans __X_ PHA Goal: Ensure equal opportunity and

affirmatively further fair housing Objectives:

__X_ Undertake affirmative measures to ensure access to assisted housing regardless of race, color, religion national origin, sex, familial status, and disability:

__X_ Undertake affirmative measures to provide a suitable living environment for families living in assisted housing, regardless of race, color, religion national origin, sex, familial status, and disability:

____ Undertake affirmative measures to ensure accessible housing to persons with all varieties of disabilities regardless of unit size required:

____ Other: (list below)

*** Other PHA Goals and Objectives: (list below)**

***Create positive public awareness and expand the level of family, owner, and community support in accomplishing the PHA's mission.**

***Attain and maintain a high level of standards and professionalism in our day-to-day management of all program components.**

***Administer an efficient, high-performing agency through continuous improvement of the PHA's support systems and commitment to our employees and their development.**

***Provide decent, safe, and sanitary housing for very low income families while maintaining their rent payments at an affordable level.**

***Ensure that all units meet Housing Quality Standards and families pay fair and reasonable rents.**

***Promote fair housing and the opportunity for very low-income families of all ethnic backgrounds to experience freedom of housing choice.**

***To promote a housing program which maintains quality service and integrity while providing an incentive to private property owners to rent to very low income families.**

***To promote a market-driven housing program that will help qualified low-income families be successful in obtaining affordable housing and increase the supply of housing choices for such families.**

C. PURPOSE OF THE PLAN [24 CFR 982.54]

The purpose of the Administrative Plan is to establish policies for carrying out the programs in a manner consistent with HUD requirements and local goals and objectives contained in the Agency Plan. The Housing Choice Voucher Program was implemented as of 10/1/99 and pre - merger Housing Voucher tenancies and Over Fair Market Rent Tenancy Contracts converted automatically to Housing Choice Voucher tenancies on that date. However, all existing contracts will remain in effect until the family's second reexamination after the merger date or when a new lease is executed, whichever comes first.

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

This Administrative Plan is a supporting document to the PHA Agency Plan, and is available for public review as required by CFR 24 Part 903.

Applicable regulations include:

24 CFR Part 5: General Program Requirements

24 CFR Part 8: Nondiscrimination

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

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

D. ADMINISTRATIVE FEE RESERVE [24 CFR 982.54(d)(21)]

Expenditures from the Administrative Reserve (Operating Reserve) for other housing purposes shall not exceed **$0** per occurrence nor more than **$0** in the aggregate for each fiscal year without the prior approval of the **members of the Sandusky Metropolitan Housing Authority.**

E. RULES AND REGULATIONS [24 CFR 982.52]

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

F. TERMINOLOGY

The Housing Authority of **Sandusky County** is referred to as "HA" or "Housing Authority" throughout this document.

"Family" is used interchangeably with "Applicant" or "Participant" and can refer to a single person family.

"Tenant" is used to refer to participants in terms of their relation to landlords. "Landlord" and "owner" are used interchangeably.

"Disability" is used where "handicap" was formerly used.

"Non-citizens Rule" refers to the regulation effective June 19, 1995 restricting assistance to U.S. citizens and eligible immigrants.

The Section 8 programs are also known as the Regular Tenancy Certificate, Over - FMR Tenancy (OFTO) and Voucher Programs. The Housing Choice Voucher program refers to the merged program effective as of 10/1/99.

"HQS" means the Housing Quality Standards required by regulations as enhanced by the HA.

"Failure to Provide" refers to all requirements in the first Family Obligation. See Chapter 15, "Denial or Termination of Assistance."

“Merger date” refers to October 1, 1999, which is the effective date of the merging of the Section 8 Certificate and Voucher programs into the Housing Choice Voucher Program.

See Glossary for other terminology.

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

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

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

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

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

including in the lobby and interview rooms and the equal opportunity logo will be used on all outreach materials. Staff will attend local fair housing update training sponsored by HUD and other local organization to keep current with new developments.

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 the HA's facilities are inaccessible to or unusable by persons with disabilities. Posters and housing information are displayed in locations throughout the HA's office in such a manner as to be easily readable from a wheelchair.

The SMHA's **main office at Day Woods Apartments** is accessible to persons with disabilities. Accessibility for the hearing impaired is provided by the TTD/TDY telephone number,
(419) 334-4426.

H. REASONABLE ACCOMMODATIONS POLICY [24 CFR 100.202]

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

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

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

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

Note: This is not the same as the HUD definition used for purposes of determining allowances.

Rehabilitated former drug users and alcoholics are covered under the ADA. However, a current drug user is not covered. In accordance with 5.403, individuals are not

considered disabled for eligibility purposes solely on the basis of any drug or alcohol dependence. Individuals whose drug or alcohol addiction is a material factor to their disability are excluded from the definition. Individuals are considered disabled if disabling mental and physical limitation s would persist if drug or alcohol abuse discontinued.

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

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

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

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

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

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

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

Verification of Disability

The PHA will verify disabilities under definitions in the Fair Housing Amendments Act of 1988, Section 504 of the 1973 Rehabilitation Act, and Americans with Disabilities Act.

* Outreach

Outreach efforts will include notification of the PHA's 504 Advisory Board as well as all other media and agencies listed in the PHA's Administrative Plan regarding public notices (see section on opening and closing the waiting list in "Applying for admission" chapter.)

Applying for Admission

All persons who wish to apply for any of the PHA's programs must submit a pre - application **via written format**, as indicated in our public notice. Applications will be made available in an accessible format upon request from a person with a disability.

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

The full application is completed at the eligibility appointment in the applicant's own handwriting, unless assistance is needed, or a request for accommodation is requested by a person with a disability. Applicants will then be interviewed by PHA staff to review the information on the full application form. Verification of disability as it relates to 504, Fair Housing, or ADA reasonable accommodation will be requested at this time. The full application will also include questions asking all applications whether reasonable accommodations are necessary.

I. TRANSLATIONS OF DOCUMENTS

The Housing Authority has bilingual staff to assist non-English speaking families with Spanish.

In determining whether it is feasible to translate documents into other languages, the HA will consider the following factors:

***Number of applicants and participants in the jurisdiction who do not speak English and speak the other language.**

***Estimated cost to PHA per client of translation of English written documents into the other language.**

***The availability of organizations to provide translation for non-English speaking families.**

***Availability of bi-lingual staff to explain untranslated documents to clients.**

J. MANAGEMENT ASSESSMENT OBJECTIVES

The HA operates its housing assistance program with efficiency and can demonstrate to HUD auditors that the HA is using its resources in a manner that reflects its commitment to quality and service. The HA policies and practices are consistent with the goals and objectives of the following HUD SEMAP indicators.

1. Selection from the Waiting List
2. Reasonable Rent
3. Determination of Adjusted Income
4. Utility Allowance Schedule
5. HQS Quality Control Inspections
6. HQS Enforcement
7. Expanding Housing Opportunities **(n/a to SMHA)**
8. Payment Standards
9. Annual Re-examinations
10. Correct Tenant Rent Calculations

11. Pre-Contract HQS Inspections
12. Annual HQS Inspections
13. Lease-up
14a Family Self-Sufficiency Enrollment **(n/a to SMHA)**
14b Percent of FSS Participants with Escrow Account Balances **(n/a to SMHA)** 15. Bonus Indicator (Deconcentration) **(n/a to SMHA)**

Supervisory quality control reviews will be performed by a PHA Supervisor or other qualified person other than the person who performed the work, as required by HUD, on the following SEMAP factors:

Selection from the waiting list
Rent reasonableness
Determination of adjusted income
HQS
Enforcem
ent HQS
Quality
Control

The annual sample of files and records will be drawn in an unbiased manner, leaving a clear audit trail.

The minimum sample size to be reviewed will relate directly to

each factor.

K. RECORDS FOR MONITORING HA PERFORMANCE

In order to demonstrate compliance with HUD and other pertinent regulations, the HA will maintain records, reports and other documentation for a time that is in accordance with HUD requirements and in a manner that will allow an auditor, housing professional or other interested party to follow, monitor and or assess the HA' s operational procedures objectively and with accuracy and in accordance with SEMAP requirements with internal supervisory audits.

In addition to the required SEMAP documentation, supervisory staff audits the following functions: **10%** of reexaminations; **10%** of new applications; and **25%** of claims processed.

L. PRIVACY RIGHTS [24 CFR 982.55 1 and 24 CFR 5.2 12]

Applicants and participants, including all adults in their households, are required to sign the HUD 9886 Authorization for Release of Information. This document incorporates the Federal Privacy Act Statement and describes the conditions under which HUD/HA will release family information. A HOTMA updated HUD-9886 Form Authorization for the Release of Information/ Privacy Act Notice remains effective until the family is denied assistance, the assistance is terminated, or the family provides written notification to the PHA to revoke the consent. SMHA has

established that revocation of this consent will result in termination of assistance or denial of admission. The PHA must notify the local HUD Field Office when an applicant or participant family member revokes their consent.

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

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

***The PHA'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.**

***PHA staff will not discuss family information contained in files unless there is a business reason to do so. Inappropriate discussion of family information, or improper disclosure of family information by staff will result in disciplinary action.**

M. FAMILY OUTREACH

The HA will publicize and disseminate information to make known the availability of housing assistance and related services for very low income families on a regular basis. When the HA's waiting list is open, the HA 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 persons who cannot read the newspapers, the HA will distribute fact sheets to the broadcasting media, and initiate personal contacts with members of the news media and community service personnel. The HA will also utilize public service announcement s.

***The PHA will communicate the status of housing availability to other service providers in the community, advise them of housing eligibility factors and guidelines in order that they can make proper referrals for housing assistance.**

N. OWNER OUTREACH [24 CFR 982.54(d)(5)]

The PHA makes a concerted effort to keep private owners informed of legislative changes in the tenant-based program, which are designed to make the program more attractive to owners. This includes informing participant owners of applicable legislative changes in program requirements.

The PHA encourages owners of decent, safe and sanitary housing units to lease to Section 8 families.

Sandusky MHA encourages participation by owners of suitable units located outside areas of low poverty or minority concentration. (In Ottawa County, specifically, the 2022 American Communities Survey indicates Port Clinton as having the highest concentration of poverty; therefore, Sandusky MHA encourages families to seek other areas of increased opportunity.) Sandusky MHA conducts periodic meetings with prospective and participating owners and provides information through mailings, the website, and the landlord portal to improve owner relations and to recruit new owners, including those outside of areas of poverty or minority concentration.

*** The agency website is available for interested landlords to list units in all neighborhoods within Sandusky MHA's jurisdiction that are available for lease with the Housing Choice Voucher Program which includes notation of units outside of areas of highest concentration of poverty. Families can view this listing at their convenience on the agency website or during office hours; the list can also be mailed to families upon their request..**

*** The PHA will maintain lists of available housing submitted by owners in all neighborhoods within the Housing Authority's jurisdiction to ensure greater mobility and housing choice to very low income households. The lists of** units **will be provided** at the front desk or over the telephone **and provided at briefings.**

*** Printed material is offered to acquaint owners and managers with the opportunities available under the program.**

*** The PHA shall periodically:**

> *** Develop working relationships with owners and real estate broker associations.**
>
> *** Establish contact with** local social service agencies **which have an interest in housing for low-income families and public agencies concerned with obtaining housing for displacements.**

Chapter 2

ELIGIBILITY FOR ADMISSION

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

INSTRUCTION

*PHAs may no longer elect **not** to comply with ("opt-out" of) 24 CFR 5, Subpart E, which describes the requirements for restriction of assistance to noncitizens.*

The Quality Housing and Work Responsibility Act of 1998 reversed the option and PHAs must now comply with the Non-citizen Rule. In addition, on May 12, 1999, the Federal Register, pages 25726 –25733 published the Final Rule on Restriction on Assistance to Noncitizens. The final rule updates HUD's noncitizens regulations to incorporate the QHWRA.

INTRODUCTION

This Chapter defines both HUD's and the HA's criteria for admission and denial of admission to the program. The policy of this HA is to strive for objectivity and consistency in applying these criteria to evaluate the eligibility of families who apply. The HA staff will review all information provided by the family carefully and without regard to factors other than those defined in this Chapter. Families will be provided the opportunity to explain their circumstances, to furnish additional information, if needed, and to receive an explanation of the basis for any decision made by the HA pertaining to their eligibility.

A. ELIGIBILITY FACTORS [982.201(B)]

The PHA accepts applications only from families whose head or spouse is at least 18 years of age.

To be eligible for participation, an applicant must meet HUD's criteria, as well as any permissible additional criteria established by the PHA.

The HUD eligibility criteria are:

An applicant must be a "family"

An applicant must be within the appropriate Income Limits

An applicant must furnish Social Security Numbers for all family members age six and older

An applicant must furnish declaration of Citizenship or Eligible Immigrant Status and verification where required

At least one member of the applicant family must be either a U.S. citizen or have eligible immigration status before the PHA may provide any financial assistance.

Additional Categories of Families who are eligible for admission (HOTMA)

- Families that do not own Net Family Assets (as defined herein) worth more than $100,000 for 2024, $103,200 for 2025, $105,574 for 2026, $109,797 for 2027 (HUD updates these values each year as adjusted for inflation.)
- Families that do not own a home they could live in (as defined herein)

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

The Family's initial eligibility for placement on the waiting list will be made in accordance with the eligibility factors.

***Evidence of Citizenship/Eligible Immigrant Status will not be verified until the family is selected from the waiting list for final eligibility processing for issuance of a Voucher,** unless the PHA determines that such eligibility is in question, whether or not the family is at or near the top of the waiting list**.**

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

INSTRUCTION: *HUD defines the definition of an Elderly family by regulation, but they allow PHAs discretion to define what groups of persons constitute a non -elderly family. PHAs should be aware that if their definition is too restrictive, it may result in legal challenges.*

The applicant must qualify as a Family. A Family may be a single person or a group of persons.

A “family” includes a family with or without a child or children. A group of persons consisting of two or more elderly persons or disabled persons living together, or one or more elderly or disabled persons living with one or more live-in aides is a family. The PHA determines if any other group of persons qualifies as a “family”.

A single person family may be:

An elderly person

A displaced person

A person with a disability

Individuals may not be considered disabled for eligibility purposes solely on the basis of any drug or alcohol dependence.

Any other single person

A child who is temporarily away from home because of placement in foster care is considered a member of the family. This provision only pertains to the foster child's temporary absence from the home, and is not intended to artificially enlarge the space available for other family members.

*** A family also includes:**

*** Two or more persons who intend to share residency whose income and resources are available to meet the family's needs and who have a history as a family unit or show evidence of a stable family relationship.**

Two or more elderly or disabled persons living together, or one or more elderly, near elderly or disabled persons living with one or more live-in aides is a family.

Head of Household

The head of household is the **adult** member of the household who is designated by the family as head, is wholly or partly responsible for paying the rent, and has the legal capacity to enter into a lease under State/local law.

Spouse of Head

Spouse means the husband or wife of the head.

For proper application of the Noncitizens Rule, the definition of spouse is: the marriage partner who, in order to dissolve the relationship, would have to be divorced. It includes the partner in a common law marriage. The term "spouse" does not apply to boyfriends, girlfriends, significant others, or co-heads.

Co-Head

A Co-Head is an individual in the household who is equally responsible for the lease with the Head of Household. A family may have a spouse or co-head, but not both. A co-head never qualifies as a dependent.

Live-In Attendants

A Family may include a live-in aide provided that such live-in aide:

Is determined by the HA to be essential to the care and well-being of an elderly person, a near-elderly person, or a person with disabilities,

Is not obligated for the support of the person(s), and

Would not be living in the unit except to provide care for the person(s).

A live-in aide is treated differently than family members:

Income of the live-in aide will not be counted for purposes of determining eligibility or level of benefits.

Live-in aides are not subject to Non-Citizen Rule requirements.

Live-in aides may not be considered as a remaining member of the tenant family.

Family members of a live-in attendant may also reside in the unit, providing doing so does not increase the subsidy by the cost of an additional bedroom and that the presence of the family member(s) does not overcrowd the unit.

Relatives are not automatically excluded from being live-in aides, but they must meet all of the elements in the live-in aide definition described above.

A Live in Aide may only reside in the unit with the approval of the HA. Written verification will be required from a reliable, knowledgeable professional, such as a doctor, social worker, or case worker. The verification provider must certify that a live-in aide is needed for the care of the family member who is elderly, near-elderly (50-61) or disabled.

The PHA will approve a live-in aide if needed as a reasonable accommodation to make the program accessible to and usable by the family member with a disability. Approval of a live-in aide for reasonable accommodation will be in accordance with CFR 24 Part 8 and the reasonable accommodations section in Chapter 1 of this administrative plan.

***Verification must include the hours the care will be provided.**

***[24CFR 982.316] At any time, the HA will refuse to approve a particular person as a live-in aide or may withdraw such approval if:**

***The person commits fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program;**

***The person commits drug-related criminal activity or violent criminal activity; or**

***The person currently owes rent or other amounts to the HA or to another HA in connection with Section 8 or public housing assistance under the 1937 Act.**

Split Households Prior to Voucher Issuance

When a family on the waiting list splits into two otherwise eligible families due to divorce or legal separation, and the new families both claim the same placement on the waiting

list, and there is no court determination, the HA will make the decision taking into consideration the following factors:

***Which family member applied as head of household.**

***Which family unit retains the children or any disabled or elderly**

members. *Restrictions that were in place at the time the family

applied.

***Role of domestic violence in the split.**

***Recommendations of social service agencies or qualified professionals such as children's protective services.**

***Documentation of these factors is the responsibility of the applicant families. If either or both of the families do not provide the documentation, they may be denied placement on the waiting list for failure to supply information requested by the HA.**

***In cases where domestic violence played a role, the standard used for verification will be the same as that required for the "displaced due to domestic violence" preference.**

*** The PHA will require evidence that the family has been displaced as a result of fleeing violence in the home. Families are also eligible for this preference if there is proof that the family is currently living in a situation where they are being subjected to or victimized by violence in the home (See "Establishing Preferences and Maintaining the Waiting List" chapter).**

Multiple Families in the Same Household

When families apply which consist of two families living together, (such as a mother and father, and a daughter with her own husband or children), if they apply as a family unit, they will be treated as a family unit.

Joint Custody of Children

***Children who are subject to a joint custody agreement but live with one parent 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 do not have to run consecutively.**

*** There will be a self-certification required of families who claim joint custody or temporary guardianship.**

***When both parents are on the Waiting List and both are trying to claim the child, the parent whose address is listed in the school records will be allowed to claim the school-age child as a dependent.**

C. INCOME LIMITATIONS [24 CFR 982.201(b), 982.353]

INSTRUCTION: *The Quality Housing and Work Responsibility Act of 1998 authorizes PHAs to admit families whose income does not exceed the low -income limit (80% of median area income) provided the PHA has included this part of the admissions policy in the PHA's Annual Plan and specifies the criteria.*

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** limits for occupancy established by HUD.

*** To be income eligible the applicant must be a family in the very low income category, which is a family whose income does not exceed 50 percent of the area median income. The PHA will not admit families whose income exceeds 50 percent of the area median income except those families included in 24 CFR 982.201(b).**

To determine if the family is income-eligible, the PHA compares the Annual Income of the family to the applicable income limit for the family's size.

Families whose Annual Income exceeds the income limit will be denied admission and offered an informal review.

Portability: For initial lease-up at admission, families who exercise portability must be within the applicable income limit for the jurisdiction of the receiving PHA in which they want to live.

D. MANDATORY SOCIAL SECURITY NUMBERS [24 CFR 5.2 16, 5.2 18]

Families are required to provide verification of Social Security Numbers for all family members age 6 and older prior to admission, if they have been issued a number by the Social Security Administration. This requirement also applies to persons joining the family after admission to the program.

Failure to furnish verification of social security numbers is grounds for denial or termination of assistance.

Persons who have not been issued a Social Security Number must sign a certification that they have never been issued a Social Security Number. **The certification shall state the individual's name and state that the individual has not been issued a Social Security Number; state that the individual will disclose the Social Security Number, if they obtain one at a later date; be signed and dated.**

Persons who disclose their Social Security Number but cannot provide verification must sign a certification and provide verification within 60 days. Elderly persons must provide verification within 120 days.

An applicant family may become a program participant for up to ninety (90) days, even if the family lacks the documentation necessary to verify the Social Security Number (SSN) of a family member under the age of 6 years. An extension of one (1) additional ninety (90) day period must be granted if the PHA determines that the applicant's failure to comply was due to circumstances that could not reasonably have been foreseen and were outside of the control of the applicant. If an extension is not merited, SMHA must follow the provision of 24 CFR 5.218. If a 90-day extension is merited, SMHA must either verify the SSN for the child by the end of the 90-day extension period or follow the provisions of 24 CFR5.218. (PIH Notice 2016-05; 24 CFR 5.216)

E. CITIZENSHIP/ELIGIBLE IMMIGRATION STATUS [24 CFR Part 5, Subpart E]

In order to receive assistance, a family member must be a U.S. citizen or eligible immigrant. Individuals who are neither may elect not to contend their status. Eligible immigrants are persons who are in one of the six immigrant categories as specified by HUD.

For the Citizenship/Eligible Immigration requirement, 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 eligible immigrant. 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 will be ineligible for assistance. Such families will be denied admission and offered an opportunity for a hearing.

Non-citizen students Defined by HUD in the noncitizen regulations at 24 CFR 5.522 are not eligible for assistance.

Appeals. For this eligibility requirement only, the applicant is entitled to a hearing exactly like those provided for participants.

Verification of Status before Admission

*The PHA **will not** provide assistance to families prior to the verification of eligibility for the individual or at least one member of the family pursuant to this section.*

F. OTHER CRITERIA FOR ADMISSION [24 CFR 982.552(b)]

A family will not be admitted to the program if any member of the family has been evicted from federally assisted housing for serious violation of the lease within the past **five (5)** years.

A family will be denied admission to the program if any member of the family fails to sign and submit consent forms for obtaining information required by the PHA, including Form HUD -9886.

***The HA will apply the following criteria, in addition to the HUD eligibility criteria, as grounds for denial of admission to the program.**

- The Family must have not have violated any family obligation during a previous participation in the Section 8 program five years prior to final eligibility determination.
- An exception may be granted by the HA if the family member who violated the family obligation is not a current member of the household on the application.
- Family must pay any outstanding debt owed the HA or another HA as a result of prior participation in any federal housing program in full prior to admission. No payment agreement will be accepted.
- The family must be in good standing regarding any current payment agreement made with another PHA for a previous debt incurred, before this PHA will allow participation in its Section 8 program.
- The PHA will check criminal history for all adults in the household to determine whether any member of the family has violated any of the prohibited behaviors as referenced in the section on screening and terminations policy in the "Denial or Termination of Assistance" chapter.
- If any applicant deliberately misrepresents the information on which eligibility or tenant rent is established, the PHA may deny assistance and may refer the family file/record to the proper authorities for appropriate disposition. (See Program Integrity Addendum).

G. TENANT SCREENING [24 CFR 982.307)]

The PHA will take into consideration any of the criteria for admission described in the "Denial or Termination of Assistance" chapter.

The PHA **will not** screen family behavior or suitability for tenancy. The PHA 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 PHA approval of the tenancy, the PHA will inform the owner 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:[24 CFR 982.307(a)(3)]

Payment of rent and utility bills

Caring for a unit and premises

Respecting the rights of other residents to the peaceful enjoyment of their housing

Drug-related criminal activity or other criminal activity that is a threat to the health, safety or property of others; and

Compliance with other essential conditions of tenancy.

The PHA will give the owner:

The family's current and prior address as shown in the PHA's records; and

The name and address (if known by the PHA) of the landlord at the family's current and prior address.

***The PHA will offer the owner other information in the PHA's possession concerning the family, including:**

***Information about the family's tenancy history; or *Information about drug-trafficking by family members.**

The same types of information will be supplied to all owners.

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

H. CHANGES IN ELIGIBILITY PRIOR TO EFFECTIVE DATE OF THE CONTRACT

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

I. INELIGIBLE FAMILIES

Families who are determined to be ineligible will be notified in writing of the reason for denial and given an opportunity to request an informal review, or an informal hearing if they were denied due to noncitizen status. See "Complaints and Appeals" chapter for additional information about reviews and hearings.

Admission to the program may not be based on where the family lives before admission to the program.

Admission to the program may not be based on:

Where a family lives prior to admission to the program.

Where the family will live with assistance under the program.

Discrimination because members of the family are unwed parents, recipients of public assistance, or children born out of wedlock.

Discrimination because a family includes children.

Whether a family decides to participate in a family self-sufficiency program; or

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

J. PROCEDURES FOR OTTAWA COUNTY RESIDENTS

The income limits used will be Ottawa County income limits.

Chapter 3

APPLYING FOR ADMISSION
[24 CFR 982.204]

INTRODUCTION

The policy of the HA 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. This Chapter describes the policies and procedures for completing an initial application for assistance, placement and denial of placement on the waiting list, and limitations on who may apply. The primary purpose of the intake function is to gather information about the family, but the HA will also utilize this process to provide information to the family so that an accurate and timely decision of eligibility can be made. Applicants will be placed on the waiting list in accordance with this Plan.

A. OVERVIEW OF THE APPLICATION TAKING PROCESS

The purpose of application taking is to permit the HA to gather information and determine placement on the waiting list. The application will contain questions designed to obtain pertinent program information.

Families who wish to apply for any one of the HA's programs must **complete a written application form when application-taking is open.** Applications will be made available in an accessible format upon request from a person with a disability.

***When the waiting list is open, any family asking to be placed on the waiting list for Section 8 rental assistance will be given the opportunity to complete an application**.

***Applications will be mailed to interested families upon request. Applications must be hand delivered when returned to the HA.**

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

***The application will be dated, time-stamped, and referred to the PHA's eligibility office where it will be maintained until such time as it is needed for processing.**
***The second phase is the "final determination of eligibility" (referred as the full application). The full application takes place when the family reaches the top of the waiting list. At this time the HA ensures that verification of all HUD and HA eligibility factors is current in order to determine the family's eligibility for the issuance of a certificate or voucher.**

B. OPENING/CLOSING OF APPLICATION TAKING [24 CFR 982.206, 982.54(d)(1)]

The HA will utilize the following procedures for opening the waiting list.

Below are procedures and policies for Sandusky County residents. For Ottawa County residents, see Part I. at end of this chapter.

When the HA opens the waiting list, the HA will advertise through public notice in the following newspapers, minority publications and media entities, listing the location and program(s) for which applications are being accepted:

The News Messenger
The Clyde Enterprise
The Bellevue Gazette

The following local agencies will also be notified when the waiting list opens and closes:

Department of Human Services
The Liberty Center
Veterans Services
Sandusky County MRDD Board
Social Security Office
Rural Opportunities
WSOS CAC, Inc.
First Call For Help
Sandusky Valley Center (Firelands Recovery Services)
Share and Care
Homes/Casas, Inc.

The notice will contain:

- The dates, times, and the locations where families may apply.
- The programs for which applications will be taken.
- A brief description of the program.
- Limitations, if any, on who may apply.

The notices will be made in an accessible format if requested. They will provide potential applicants with information that includes the HA address and telephone number, how to submit an application, information on eligibility requirements, and the availability of local preferences. Upon request from a person with a disability, additional time will be given as an accommodation for submission of an application after the closing deadline. This accommodation is to allow persons with disabilities the opportunity to submit an application in cases when a social service organization provides inaccurate or untimely information about the closing date.

If the waiting list is open, the PHA will accept applications from eligible families unless there is good cause for not accepting the application, such as denial of assistance because of action or inaction by members of the family for the grounds stated in the "Denial or Termination of Assistance" chapter of this Administrative Plan. [24 CFR 982.206(b)(2)]

Closing the Waiting List

The HA may suspend the acceptance of applications if there are enough applicants to fill anticipated openings for the next **12** months. The waiting list may not be closed if it would have a discriminatory effect inconsistent with applicable civil rights laws.

Suspension of application taking is announced in the same way as opening the waiting list.

The open period shall be long enough to achieve a waiting list adequate to cover projected turnover and new allocations over the next **twelve (12)** months. The HA will give at least **fourteen (14)** days' notice prior to closing the list. When the period for accepting applications is over, the HA will add the new applicants to the list by:

***Separating the new applicants into groups based on preferences and ranking applicants within each group by date and time of application.**

Limits on Who May Apply

When the waiting list is open,

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

***Depending upon the composition of the waiting list with regard to family types and preferences and to better serve the needs of the community, at times the HA may only accept applications from any family claiming preference(s).**

C. "Initial" Application Procedures

When the application is submitted to the HA:

***It establishes the family's date and time of application for placement order on the waiting list.**

The HA will utilize a preliminary-application form (pre-application). The information is to be filled out by the applicant whenever possible. To provide specific accommodation to persons with disabilities, the information may be completed by a staff person over the telephone. It may also be mailed to the applicant and, if requested, it will be mailed in an accessible format. **Translations will be provided for Spanish-speaking applicants.**

The purpose of the pre-application is to permit the HA to preliminarily assess family eligibility or ineligibility and to determine placement on the waiting list. **The pre-application will contain questions designed to obtain the following information:**

Date and time of application
Names **and ages of all members**
Sex and relationship of all members
Street address and phone numbers
Mailing address (If PO Box or other permanent address)
Source(s) of income received by household members
Information regarding disabilities to determine qualifications for allowances and deductions

Information related to qualification for preferences
Social Security Numbers
Race/ethnicity of head of household
Citizenship/eligible immigration status
Arrests and/or Convictions for Drug Related or Violent Criminal Activity
Request for Specific Accommodation needed to fully utilize program and services Previous address
Current and previous landlords names and addresses
Program integrity questions regarding previous participation in HUD programs.

Duplicate applications, including applications from a segment of an applicant household, will not be accepted.

Ineligible families **will** be placed on the waiting list.

Pre-applications **will not** require an interview. The 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.

Applicants are required to inform the HA within ten (10) days of changes in family composition, income, and address, as well as any changes in their Preference status. Applicants are also required to respond to requests from the HA to update information on their application, or to determine their continued interest in assistance. Failure to provide information or to respond to mailings will result in the applicant being removed from the waiting list. See Chapter 19, "Complaints and Appeals".

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

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

The HA reviews applications for completeness but not for the purpose of determining preliminary eligibility of the applicant. The application procedures included with the application (section titled Placement Possibilities) explains the HA's policies regarding eligibility status.

E. TIME OF SELECTION [24 CFR 982.204]

When funding is available, families will be selected from the waiting list in their determined sequence, regardless of family size.

When there is insufficient funding available for the family at the top of the list, the HA will not admit any other applicant until funding is available for the first applicant.

***Based on the HA's turnover and the availability of funding, groups of families will be selected from the waiting list to form a final eligibility "pool." Selection from the pool will be based on waiting list sequence/completion of verification.**

F. COMPLETION OF A FULL APPLICATION

A "full application" consists of a pre-assessment of the applicant to determine applicant's eligibility for rental assistance. The pre-assessment takes place at an appointment where the following forms are completed:

Pre-assessment Agreement	**Personal Declaration Form**
Things You Should Know	**Tenant Certification Form**
Form HUD-9886, Release of Information and Privacy Act Notice	**SMHA Release of Information Form**
	Preference Status Verification

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

> **The family is selected from the waiting list prior to the family completing the full application.**

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

When the HA is ready to select applicants, applicants will be required to:

> ***Participate in a full application interview with an HA representative during which the applicant will be required to furnish complete and accurate information verbally as requested by the interviewer. The HA interviewer will complete the full application form with answers supplied by the applicant. The applicant will sign and certify that all information is complete and accurate.**

The full application process will be **communicated as requested as an accommodation to a person with a disability or completed when the non-disabled applicant attends the interview**.

Requirement to Attend Interview

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

*** Either the head or spouse is required to attend the interview.**

***If an applicant fails to appear for a pre-scheduled appointment, the PHA will automatically schedule a second appointment. If the applicant misses the second appointment without prior approval, the application is denied.**

Reasonable accommodation will be made for persons with a disability who requires an advocate or accessible offices. A designee will be allowed to participate in the interview process, but only with permission of the person with a disability.

If an application is denied due to failure to attend the full application interview, the applicant will be notified in writing and offered an opportunity to request an informal review. (See "Complaints and Appeals" chapter.)
All adult members must sign the HUD Form 9886, Release of Information **, the application and all supplemental forms required by the HA,** the declarations and consents related to citizenship/immigration status and any other documents required by the HA. Applicants will be required to sign specific verification forms for information which is not covered by the HUD form 9886. Failure to do so will be cause for denial of the application for failure to provide necessary certifications and release as required by the HA.

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

If the HA determines at or after the interview that additional information or document(s) are needed, the HA will request the document(s) or information **in writing**. The family will be given **fourteen (14)** days to supply the information.

If the information is not supplied in this time period, the HA will provide the family a notification of denial for assistance. (See "Complaints and Appeals" chapter.)

G. VERIFICATION [24 CFR 982.201(e)]

Information provided by the applicant will be verified, using the verification procedures in the "Verification Procedures" chapter. Family composition, income, allowances and deductions, assets, full-time student status, eligibility and rent calculation factors, and other pertinent information will be verified. Verifications may not be more than 60 days old at the time of issuance of Voucher.

H. FINAL DETERMINATION AND NOTIFICATION OF ELIGIBILITY

After the verification process is completed, the HA will make a final determination of eligibility. This decision is based upon information provided by the family, the verification completed by the HA, and the current eligibility criteria in effect. If the family is determined to be eligible, the HA will mail a notification of eligibility. A briefing will be scheduled for the issuance of a certificate or voucher and the family's orientation to the housing program.

I. PROCEDURES APPLICABLE TO OTTAWA COUNTY RESIDENTS

When the waiting list is opened or closed, ads will be placed in Ottawa County area newspapers, including the Port Clinton News Herald, Ottawa County Exponent, and the Peninsula News. Local Ottawa County agencies listed below will also be notified of the waiting list openings and closings.

Dept. of Job and Family Services
Veterans Services
Social Security Office
Salvation Army
Ottawa County Transitional Housing
Ottawa County MRDD Board
Ottawa Residential Services, Inc.

Applications may be obtained from and, upon completion, returned to Ottawa Residential Services, Inc (ORSI), 400 W. Third Street, Port Clinton, Ohio. OR SI staff will note on each application the date and time the application is turned in to ORSI. Staff will also confirm that the application is complete and that it includes copies of two pieces of business mail that confirm the applicant's address shown on the application. At least once weekly, ORSI staff will e-mail or fax a list of new applicant head of household names, including gate and time the application was submitted, to SMHA.

Chapter 4

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

INTRODUCTION

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

***This chapter explains the local preferences which the HA has adopted to meet local housing needs, defines the eligibility criteria for the preferences and explains the HA's system of applying them.**

By maintaining an accurate waiting list, the HA will be able to perform the activities which ensure that an adequate pool of qualified applicants will be available so that program funds are used in a timely manner.

A. WAITING LIST [24 CFR 982.204]

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

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

The HA will maintain information that permits proper selection from the waiting list. The waiting list contains the following information for each applicant listed:

- Applicant Name
- Family Unit Size (number of bedrooms family qualifies for under HA subsidy standards)
- Date and time of application
- Qualification for any ranking or local preference
- Racial or ethnic designation of the head of household

The waiting list will be maintained in accordance with the following guidelines:

1. **The application will be a permanent file.**

2. **All applicants in the pool will be maintained in the order of preference. Applications equal in preference will be maintained by date and time sequence.**

3. All applicants must meet "Very Low Income" eligibility requirements as established by HUD. Any exceptions to these requirements, other than those outlined in Chapter 2, "Eligibility for Admission," must have been approved previously by the HUD Field Office.

B. SPECIAL ADMISSIONS [24 CFR 982.54(d), 982.203]

If HUD awards an HA program funding that is targeted for specifically named families, the HA will admit these families under a Special Admission procedure.

Special admissions families will be admitted outside of the regular waiting list process. They do not have to qualify for any preferences, nor are they required to be on the program waiting list. The HA maintains separate records of these admissions.

The following are examples of types of program funding that may be designated by HUD for families living in a specified unit:

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.

Applicants who are admitted under Special Admissions, rather than from the waiting list, are **not identified by codes in the automated system and are not maintained on separate lists**.

In the case of Foster Youth to Independence (FYI) vouchers, when HUD approves and awards FYI program funding for a specific family, the HA waiting list is opened just to accept the targeted family for the HUD-targeted assistance.

C. LOCAL PREFERENCES [24 CFR 982.207]

INSTRUCTION: HUD Notice PIH98-64 eliminated the requirement for public notice and a period for public comment when changing the PHA's preference system. However, the PHA must consider public comments on its Annual Plan in establishing local preferences. The PHA must inform all applicants about available preferences and must give applicants an opportunity to show that they qualify for available preferences. If it is impracticable to do so because of the length of the waiting list, the PHA may provide notification to fewer than all applicants at any given time.

The same preferences will apply to Ottawa County applicants that apply to Sandusky County applicants.

***The notice to announce changes in local preferences will be made by notifying current applicants by first class mail, and notice will be posted in the Sandusky MHA main office entryway.**

***The HA uses the following Local Preferences:**

***Date and Time**

***Veterans preference. Applicants who are (1) presently serving or (2) have served in the active military or naval service of the United States and who were discharged or released under conditions other than dishonorable are considered to be veterans.**

***Homeless Families**

Lack a fixed, regular and adequate nighttime residence; AND

Have a primary nighttime residence that is a supervised public or private s helter providing temporary accommodations (including welfare hotels, congregate shelters and transitional housing), or an institution providing temporary residence for individuals intended to be institutionalized, or a public or private place not ordinarily used as a sleeping accommodation for human beings.

A homeless family does not include any person imprisoned or otherwise detained pursuant to an Act of Congress or a State Law. Homeless families may **maintain their place on the waiting list while completing a transitional housing program. Families who are residing with friends or relatives on a temporary basis** will not **be included in the homeless definition.**

****Handicapped/Disabled Persons**. Persons with disabilities as defined by HUD.*

****Mainstream Voucher:** Non-Elderly Disabled family member who is homeless (or at risk of becoming homeless) or institutionalized (or at risk of becoming insitituionalized).*

****Foster Youth to Independence (FYI) Voucher Preference:** Families who entered the HCV Program with a HUD approved FYI voucher whose FYI assistance is expiring and will lack adequate housing as a result of termination from the FYI program may continue housing subsidy assistance with the regular HCV program.*

***Over- or Under- housed** Families currently living in SMHA public housing who, because of decreases or increases in family size, need a unit with less than two (2) bedrooms or more than three (3) bedrooms, may transfer to the Voucher program in order to obtain an appropriately sized unit.*

D. INCOME TARGETING

In accordance with the Quality Housing and Work Responsibility Act of 1998, each fiscal year the PHA will reserve a minimum of seventy-five percent of its Section 8 new admissions for families whose income does not exceed the higher of 30 percent of the area median income or the federal poverty level. HUD refers to these families as “extremely low-income families.” The PHA will admit families who qualify under the Extremely Low Income limit to meet the income targeting requirement, regardless of preference.

In accordance with PIH Notice 2016-05, Extremely low-income families are defined as Very low-income families whose income does not exceed the higher of 30 percent of the area median income or the federal poverty level. (PIH Notice 2016-05 - 24 CFR 5.603, 903.7, and 960.102)

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

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

*** The PHA shall have the discretion, at least annually, to exercise the "fungibility" provision of the QHWRA. This provision allows the PHA to admit less than the minimum 40% of its extremely low-income families in a fiscal year to its public housing program to the extent that the PHA's admission of extremely low income families in the tenant-based assistance program exceeds 75% of all admissions during the fiscal year. If exercising this option the PHA will follow the fungibility threshold limitations as set forth in QHWRA legislation.**

*** The discretion by the PHA to exercise the fungibility provision is also reflected in the PHA's Public Housing Admissions and Continued Occupancy Policy.**

Extremely Low-Income Families are defined as Very low-income families whose income does not exceed the higher of 30 percent of the area median income or the federal poverty level. (PIH Notice 2016-05 - 24 CFR 5.603, 903.7, and 960.102)

E. INITIAL DETERMINATION OF LOCAL PREFERENCE QUALIFICATION [24 CFR 982.207]

At the time of application, an applicant's entitlement to a Local Preference may be made on the following basis.

*** Except for a family claiming homelessness *or residency outside Sandusky County*, an applicant's certification that they qualify for a preference will be accepted without verification at the initial application. When the family is selected from the waiting list for the final determination of eligibility, the preference will be verified.**

If the preference verification indicates that an applicant does not qualify for the preference, the applicant will be returned to the waiting list without the Local Preference and given an opportunity for a meeting.

***If, at the time the family applied, the preference claim was the only reason for placement of the family on the list and the family cannot verify their eligibility for the preference as of the date of application, the family will be removed from the list.**

F. TARGETED FUNDING

(***Currently not applicable to SMHA)***

G. PREFERENCE AND INCOME TARGETING ELIGIBILITY [24 CFR 982.207]

Change in Circumstances

Changes in an applicant's circumstances while on the waiting list may affect the family's entitlement to a preference. Applicants are required to notify the HA in writing when their circumstances change.

***When an applicant claims an additional preference, s/he will be placed on the waiting list in the appropriate order determined by the newly-claimed preference.**

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

Cross-Listing of Public Housing and Section 8 [24 CFR 9982.205(a)]

INSTRUCTION: *Use only if the PHA has other assisted housing programs.* **The PHA will not merge its waiting lists. However, if the Section 8 waiting list is open when the applicant is placed on the public housing program waiting list, the PHA must offer to place the family on its tenant-based assistance list.**

***If the waiting list for the PHA's public housing program is open at the time an applicant applies for Section 8, the PHA must offer to place the family on its waiting lists for the other programs.**

***Other Housing Assistance** [24 CFR 982.205(b)]

***Other housing assistance means a federal, State or local housing subsidy, as determined by HUD, including public housing.**

***The PHA may not take any of the following actions because an applicant has applied for, received, or refused other housing: [24 CFR 982.205(b)]**

***Refuse to list the applicant on the PHA waiting list for tenant-based assistance;**

***Deny any admission preference for which the applicant is currently qualified;**

***Change the applicant's place on the waiting list based on preference, date and time of application, or other factors affecting selection under the PHA selection policy; or**

***Remove the applicant from the waiting list.**

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

The PHA's method for selecting applicants from a preference category leaves a clear audit trail that can be used to verify that each applicant has been selected in accordance with the method specified in the administrative plan.

The order of selection is based on the date and time of application and preference status. Local Preferences

***Local preferences will be used to select families from the waiting list.**

***The HA has selected the following system to apply local preferences:**

Local preferences will be aggregated with a point system**, as follows:**
Veterans, 15 points;
Homeless, 5 points;
Disabled, 5 points;
Over- or under- housed, 5 points.

Among Applicants with Equal Preference Status

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

I. FINAL VERIFICATION OF PREFERENCES

Preference information on applications will be updated as applicants are selected from the waiting list. At that time, the HA will **obtain necessary verifications of preference at the interview and by third party verification.**

J. PREFERENCE DENIAL [24 CFR 982.207]

If the HA denies a preference, the HA will notify the applicant in writing of the reasons why the preference was denied and offer the applicant an opportunity for an informal meeting with an occupancy staff person. If the preference denial is upheld as a result of the meeting, or the applicant does not request a meeting, the applicant will be placed on the waiting list without benefit of the preference. Applicants may exercise other rights if they believe they have been discriminated against.

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

K. REMOVAL FROM WAITING LIST AND PURGING [24 CFR 982.204 (c)]

***** The Waiting List will be purged** two (2) times per year **by a mailing to all applicants to ensure that the waiting list is current and accurate. The mailing will ask for confirmation of continued interest.**

***** Any mandatory update mailings to the applicant which require a response will state that failure to respond** by the date stated in the notice **result in the applicant's name being dropped from the waiting list.**

An extension of **seven (7)** days to respond will be granted, if requested and needed as a reasonable accommodation for a person with a disability.

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

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

*** If an applicant is removed from the waiting list for failure to respond, they will not be entitled to reinstatement unless** the Executive Director or Occupancy Specialist **determines there were circumstances beyond the person's control. The following exceptions, if determined to exist, will be acceptable to warrant reinstatement:**

Extended hospital stay, or
Other reasons to be determined on a case-by-case basis.

L. KEEPING AN APPLICATION UP TO DATE

Applicants are required to notify the HA when there has been a change in their income, family composition, address, or preference status. The notification must be put in writing or made in person and must be made within ten (10) days of the change taking place. Changes to the application cannot be made by telephone.

Chapter 5

SUBSIDY STANDARDS
[24 CFR 982.54(d)(9)]

INTRODUCTION

HUD guidelines require that PHA's establish subsidy standards for the determination of family unit size, and that such standards provide for a minimum commitment of subsidy while avoiding overcrowding. The standards used for the unit size selected by the family must be within the minimum unit size requirements of HUD's Housing Quality Standards. This Chapter explains the subsidy standards which will be used to determine the voucher size (family unit size) for various sized families when they are selected from the waiting list, as well as the PHA's procedures when a family's size changes or a family selects a unit size that is different from the Voucher.

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

The HA does not determine who shares a bedroom/sleeping room, but there must be at least one person per bedroom on the Voucher. The HA's subsidy standards for determining voucher size shall be applied in a manner consistent with Fair Housing guidelines.

***For subsidy standards, an adult is a person 18 years or older.**

All standards in this section relate to the number of bedrooms on the Voucher, not the family's actual living arrangements.

The unit size on the Voucher remains the same as long as the family composition remains the same, regardless of the actual unit size rented.

*** One bedroom will generally be assigned for each two family members. The PHA will consider factors such as family characteristics including sex, age, or relationship. Consideration will also be given for medical reasons and the presence of a live-in aide.**

***Generally, the HA assigns one bedroom to two people within the following guidelines:**

*** Persons of different generations, persons of the opposite sex (other than spouses), and unrelated adults should be allocated a separate bedroom.**

***Separate bedrooms should be allocated for persons of the opposite sex (other than adults who have a spousal relationship and children under** age **six (6).**

***Foster children will be included in determining unit size only if they will be in the unit for more than six (6) months.**

***Live-in attendants will generally be provided a separate bedroom. No additional bedrooms are provided for the attendants' family.**

***Space may be provided for a child who is away at school but who lives with the family during school recesses.**

***Space will not be provided for a family member, other than a spouse, who will be absent most of the time, such as a member who is away in the military.**

***Adults of different generations will have separate bedrooms.**

***A single pregnant woman with no other family members must be treated as a two-person family.**

***Single person families shall be allocated** one (1) **bedroom.**

GUIDELINES FOR DETERMINING VOUCHER SIZE

Voucher Size	Persons in Household (Minimum #)	(Maximum #)
0 Bedroom	1	1
1 Bedroom	**1**	**2**
2 Bedrooms	**2**	**4**
3 Bedrooms	**3**	**6**
4 Bedrooms	**4**	**8**
5 Bedrooms	**6**	**10**
6 Bedrooms	**8**	**12**

B. EXCEPTIONS TO SUBSIDY STANDARDS [24 CFR 982.403 (a) & (b)]

The HA shall grant exceptions from the subsidy standards if the family requests and the HA determines the exceptions are justified by the relationship, age, sex, health or disability of family members, or other individual circumstances.

The HA will grant an exception upon request as an accommodation for persons with disabilities. Circumstances may dictate a larger size than the subsidy standards permit when persons cannot share a bedroom because of a need, such as a:

*** Verified medical or health reason; or**

***Elderly persons or persons with disabilities who may require a live-in attendant.**

Requests for Exception to Subsidy Standards

***The family may request a larger sized voucher than indicated by the HA's subsidy standards. Such request must be made in writing within** five (5) working days **of the HA's determination of bedroom size. The request must explain the need or justification for a larger bedroom size. Documentation verifying the need or justification will be required as appropriate.**

***The HA will not issue a larger voucher due to additions of family members other than by birth, adoption, marriage, or court-awarded custody.**

Requests based on health related reasons must be verified by a **doctor or medical professional or social service professional.**

HA Error

If the HA errs in the bedroom size designation, the family will be issued a Voucher of the appropriate size.

Changes for Applicants

The voucher size is determined prior to the briefing by comparing the family composition to the HA subsidy standards. If an applicant requires a change in the voucher size, based on the requirements of the PHA subsidy standards, the above-referenced guidelines will apply.

Changes for Participants

The members of the family residing in the unit must be approved by the HA. The family must obtain approval of any additional family member before the new member occupies the unit except for additions by birth, adoption, or court-awarded custody, in which case the family must inform the HA within **ten (10)** days. The above referenced guidelines will apply.

Under-housed and Over-housed Families

If a unit does not meet HQS space standards due to an increase in family size, (unit too small), the HA will issue a new voucher of the appropriate size and assist the family in locating a suitable unit.

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

***If a family with a disability is under-housed in an accessible unit.**

***If a family requires the additional bedroom because of a health problem which has been verified by the HA.**

***The HA and family have been unable to locate a unit within** 60 **days.**

C. UNIT SIZE SELECTED [24 CFR 982.402(c)

The family may select a different size dwelling unit than that listed on the Voucher. There are three criteria to consider:

Subsidy Limitation: The family unit size as determined for a family under the PHA subsidy standard for a family assisted in the voucher program is based on the PHA's adopted payment standards. The payment standard for a family shall be the *lower of*:

The payment standard amount for the family unit size; or

The payment standard amount for the unit size rented by the family.

Utility Allowance: The utility allowance used to calculate the gross rent is based on the actual size of the unit the family selects, regardless of the size authorized on the family's Voucher.

Housing Quality Standards: The standards allow two persons per living/sleeping room and permit maximum occupancy levels (assuming a living room is used as a living/sleeping area) as shown in the table below. The levels may be exceeded if a room in addition to bedrooms and living room is used for sleeping.

HQS GUIDELINES FOR UNIT SIZE SELECTED

Unit Size	Maximum Number in Household
0 Bedroom	1
1 Bedroom	4
2 Bedrooms	6
3 Bedrooms	8
4 Bedrooms	10
5 Bedrooms	12
6 Bedrooms	14

Chapter 6

FACTORS RELATED TO TOTAL TENANT PAYMENT AND FAMILY SHARE DETERMINATION

[24 CFR Part 5, Subparts E and F; 982.153, 982.55 1]

INTRODUCTION

The PHA will use the methods as set forth in this Administrative Plan to verify and determine that family income at admission and at annual reexamination is correct. The accurate calculation of Annual Income and Adjusted Income will ensure that families are not paying more or less money for rent than their obligation under the Regulations.

This Chapter defines the allowable expenses and deductions to be subtracted from Annual Income and how the presence or absence of household members may affect the Total Tenant Payment (TTP). Income and TTP are calculated in accordance with 24 CFR Part 5, Subparts E and F, and further instructions set forth in HUD Notices and Memoranda. The formula for the calculation of TTP is specific and not subject to interpretation. The PHA's policies in this Chapter address those areas which allow the PHA discretion to define terms and to develop standards in order to assure consistent application of the various factors that relate to the determination of TTP.

A. INCOME AND ALLOWANCES (ADJUSTED INCOME) [24 CFR 5.609]

Income: Includes all monetary amounts which are received on behalf of the family. For purposes of calculating the Total Tenant Payment, HUD defines what is to be calculated and what is to be excluded in the federal regulations. In accordance with this definition, all income which is not specifically excluded in the regulations is counted.

Annual Income Annual income includes, with respect to the family:

1. All amounts not specifically excluded in the list of excluded income below, received from all sources by each member of the family who is 18 years of age or older or is the head of household or spouse of the head of household, plus unearned income by or on behalf of each dependent who is under 18 years of age, and

2. When the value of net family assets exceeds $50,000 (which amount HUD will adjust in accordance with the Consumer Price Index) and the actual returns from a given asset cannot be calculated, imputed returns on the asset based on the current passbook savings rate, as determined by HUD.

• The threshold amount is $50,000 for 2024, $51,600 for 2025, $52,787 for 2026, and $54,898 for 2027.

• The passbook rate is 0.45% for 2025; 0.40% for 2026; 0.38% for 2027.

Excluded Income (24 CFR § 5.609(b)) Annual Income does not include the following:

1. Any imputed return on an asset when net family assets total $50,000 or less (which amount HUD will adjust annually in accordance with the Consumer Price Index) and no actual income from the net family assets can be determined. Actual income from assets will be included.

2. The following types of trust distributions:

a. For an irrevocable trust or a revocable trust outside the control of the family or household excluded from the definition of net family assets

1) Distributions of the principal or corpus of the trust; and

2) Distributions of income from the trust when the distributions are used to pay the costs of health and medical care expenses for a minor.

b. For a revocable trust under the control of the family or household, any distributions from the trust; except that any actual income earned by the trust, regardless of whether it is distributed, shall be considered income to the family at the time it is received by the trust.

3. Earned income of children under the age of 18 years.

4. Payments received for the care of foster children or foster adults, or State or tribal kinship or guardianship care payments.

5. Insurance payments and settlements for personal or property losses, including but not limited to payments through health insurance, motor vehicle insurance and worker's compensation.

6. Amounts received by the family that are specifically for or in reimbursement of, the cost of health and medical care expenses for any family member,

7. Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence or other breach of duty owed to a family member arising out of law, that resulted in a member of the family becoming disabled.

8. Income of a live-in aide, foster child or foster adult.

9. Certain student financial assistance to students as provided below:

10. Excluded Student Financial assistance covers assistance for tuition, books, and supplies (including supplies and equipment to support students with learning disabilities or other disabilities), room and board, and other fees required and charged to a student by an institution of higher education, and, for a student who is not the head of household or spouse, the reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit

11. With respect to student financial assistance the following is excluded:

a. Any assistance that section 479B of the Higher Education Act of 1965 requires to be excluded from a family's income,

b. Plus, any of the following up to the total amount of Excluded Student Financial assistance as defined above received from:

1) The Federal government.

2) A State, Tribal or local government.

3) A private foundation registered as a nonprofit under 502(c)(3).

4) A business entity (such as a corporation, general partnership, limited liability company, limited partnership, joint venture, business trust, public benefit corporation or nonprofit entity; or

5) An institution of higher education.

Student financial assistance that is included in Annual Income includes:

1) Financial support provided to the student in the form of a fee for services performed (e.g., a. work study or teaching fellowship that is not excluded)

2) Gifts including gifts from family or friends

3) Any amount of scholarship or grant that, either by itself or in combination with assistance excluded in 9.a above, exceeds the excluded Student Financial Assistance defined in 9 above.

12. Income and distributions from any Coverdell education savings account under section 530 of the Internal Revenue Code of 1986 or any qualified tuition program under section 529 of such Code; and income earned by government contributions to, and distributions from, "baby bond" accounts created authorized, or funded by Federal, State, or local government.

13. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.

14. Additionally excluded are:

a. Amounts received by a person with disabilities that are disregarded for a limited time for purposes of Supplemental Security Income and benefits that are set aside for use under a Plan to Attain Self-Sufficiency (PASS).

b. Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special

equipment, clothing, transportation, childcare, etc.) to allow participation in a specific program.

c. Amounts received under a resident service stipend not to exceed $200 per month. A resident service stipend is a modest amount received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development.

d. Incremental earnings and/or benefits resulting to any family member from participation in qualifying state of local employment training program funded by HUD or in qualifying Federal, State, Tribal, or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program unless those amounts are excluded under Paragraph 9 above.

15. Reparation payments paid by foreign governments pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.

16. Earned income of dependent full-time students in excess of the amount of the deduction for a dependent.

17. Adoption assistance payments in excess of the amount of the deduction for a dependent. ($480 for 2025; $500 for 2026; $525 for 2027)

18. Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts, or any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts. But the periodic payments from these sources are income.

19. Payments related to aid and attendance under 38 USC 1521 to veterans in need of regular aid and attendance.

20. Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit.

21. Payments made by or authorized by a State Medicaid agency (including through a managed care entity) or other State or Federal agency to a family to enable a family member who has a disability to reside in the family's assisted unit. Authorized payments may include payments to a member of the assisted family through the State Medicaid agency (including through a managed care entity) or other State or Federal agency for caregiving services the family member provides to enable a family member who has a disability to reside in the family's assisted unit.

22. Loan proceeds (the net amount disbursed by a lender to or on behalf of a borrower, under the terms of a loan agreement) received by the family or a third party (e.g., proceeds

received by the family from a private loan to enable attendance at an educational institution or to finance the purchase of a car).

23. Payments received by Tribal members as a result of claims relating to the mismanagement of assets held in trust by the United States, to the extent such payments are also excluded from gross income under the Internal Revenue Code or other Federal law.

24. Amounts specifically excluded by any other Federal Statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937. (A notice will be published by HUD in the Federal Register identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.)

The following is a list of benefits excluded by other Federal Statute:

a. The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977; 7 USC 2017 (h)

b. Payments to volunteers under the Domestic Volunteer Service Act of 1973; 42 USC 5044 (g), 5088

Examples of programs under this Act include but are not limited to:

- the Retired Senior Volunteer Program (RSVP), Foster Grandparent Program (FGP), Senior Companion Program (SCP), and the Older American Committee Service Program.

- National Volunteer Antipoverty Programs such as VISTA, Peace Corps, Service Learning Program, and Special Volunteer Programs.

— Small Business Administration Programs such as the National Volunteer Program to Assist Small Business and Promote Volunteer Service to Persons with Business Experience, Service Corps of Retired Executives (SCORE), and Active Corps of Executives (ACE).

c. Payments received under the Alaska Native Claims Settlement Act; 43 USC.1626 (a)

d. Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes; 25 USC. 459e

e. Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program; 42 USC 8624 (f)

f. Income derived from the disposition of funds of the Grand River Band of Ottawa Indians; P. L. 94-540, 90 State 2503-04

g. The first $2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims 25 USC 1407-08, or from funds held in trust for an Indian Tribe by the Secretary of Interior; and 25 USC 117b, 1407

h. Payments received from programs funded under Title V of the Older Americans Act of 1965: 42 USC 3056 (f)

— Examples of programs under this act include but are not limited to: Senior Community Services Employment Program (CSEP), National Caucus Center on the Black Aged, National Urban League, Association National Pro Personas Mayores, National Council on Aging, American Association of Retired Persons, National Council on Senior Citizens, and Green Thumb.

i. Payments received after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established in the In Re Agent Orange product liability litigation.

j. Payments received under Maine Indian Claims Settlement Act of 1980; P.L. 96-420,94 Stat. 1785

k. The value of any childcare provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990; 42 USC 9858q

l. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation.

m. Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990.

n. Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act.

o. Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998.

p. Kinship Guardian assistance payments and other guardianship care payments.

q. Any amount received under the School Lunch Act and the Child Nutrition Act of 1966, including reduced price lunches and food under WIC.

r. Payments, funds or distributions authorized, established or directed by the Seneca Nation Settlement Act of 1990.

s. Compensation received by or on behalf of a veteran for service-connected disability, death, dependency or indemnity compensation as provided by the Indian Veterans Housing Opportunity Act of 2010.

t. A lump sum or a periodic payment received by an individual Indian pursuant to the Class Action Settlement Agreement in the case Elouise Cobell et al v Ken Salazar.

u. Any amounts in an ‘‘individual development account’’ as provided by the Assets for Independence Act, as amended in 2002 (Pub. L. 107–110, 42 U.S.C. 604(h)(4)).

v. Per capita payments made from the proceeds of Indian Tribal Trust Cases as described in PIH Notice 2013–30 ‘‘Exclusion from Income of Payments under Recent Tribal Trust Settlements’’ (25 U.S.C. 117b(a)); and

w. Major disaster and emergency assistance received by individuals and families under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Pub. L. 93–288, as amended) and comparable disaster assistance provided by States, local governments, and disaster assistance organizations (42 U.S.C. 5155(d)).

25. Replacement housing “gap” payments that offset increased out of pocket costs of displaced persons that move from one federally subsidized housing unit to another. Such payments are not excluded from annual income if the increased cost of rent and utilities is subsequently reduced or eliminated, and the displaced person retains or continues to receive the replacement housing “gap” payments.

26. Nonrecurring income, which is income that will not be repeated in the coming year based on information provided by the family. Income received as an independent contractor, day laborer, or seasonal worker is not excluded from income under this paragraph, even if the source, date, or amount of the income varies.

Nonrecurring income includes:

a. Payments from the US. Census Bureau for employment (relating to decennial census or the American community Survey) lasting no longer than 180 days and not culminating in permanent employment.

b. Direct Federal or State payments intended for economic stimulus or recovery.

c. Amounts directly received by the family as a result of State refundable tax credits or State tax refunds at the time they are received.

d. Amount directly received by the family as a result of Federal refundable tax credits and Federal tax received the time they are received.

e. Gifts for holidays, birthdays or other significant life events or milestones (e.g., wedding gifts, baby showers, anniversaries).

f. Non-monetary, in-kind donations, such as food, clothing or toiletries received from a food bank or similar organization.

g. Lump-sum additions to net family assets, including but not limited to lottery or other contest winnings.

27. Civil rights settlements or judgments, including settlements of judgments for back pay.

28. Income received from any account under a retirement plan recognized as such by the IRS, including individual retirement arrangements (IRAs), employer retirement plans, and retirements plans for self-employed individuals; except that any distribution of periodic payments from such accounts shall be income at the time they are received by the family.

29. Income earned on amounts placed in a family's Family Self Sufficiency Account.

30. Gross income a family member receives through self-employment or operation of a business except that the following shall be considered income to a family member:

a. Net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in IRS regs, and

b. Any withdrawal of cash or assets from the operation of a business or profession will be included in income except to the extent that the withdrawal is reimbursement of case or assets.

*SMHA will not utilize Other Means Tested Public Assistance "Safe Harbor" programs in determining a family's income

Adjusted Income (24 CFR § 5.611**)** Adjusted income means annual income as determined above of the members of the family residing or intending to reside in the dwelling unit, after making the following deductions:

1. $480 for each dependent, which amount will be adjusted by HUD annually in accordance with the Consumer Price Index, rounded to the next lowest multiple of $25. ($480 for 2025; $500 for 2026; $525 for 2027)

2. $525 for any elderly family or disabled family, which amount will be adjusted annually in accordance with the Consumer Price Index, rounded to the next lowest multiple of $25. ($525 for 2025; $550 for 2026; $575 for 2027)

3. The sum of the following, to the extent the sum exceeds ten percent of annual income:

    a. Unreimbursed health and medical care expenses of any elderly family or disabled family; and

b. Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with a disability, to the extent necessary to enable any member of the family (including the members who is a person with a disability) to be employed. This deduction may not exceed the combined earned income received by adult family members who are able to work because of such attendant care or auxiliary apparatus; and

4. Any reasonable childcare expenses necessary to enable a member of the family to be employed or to further his or her education.

    a. 24 CFR § 5.611(d) is a hardship exemption that allows a family to continue receiving a child care expense deduction:

        1. A family whose eligibility for the child care expense deduction is ending may request a financial hardship exemption to continue the deduction by the following:

            a. The family must demonstrate that they are unable to pay their rent because of loss of this deduction.

            b. The child care expense is still necessary even though the family member is no longer employed or furthering education.

    b. SMHA's policy is to continue this relief until the circumstances that made the family eligible for the relief are no longer applicable.

5. Financial hardship exemption for unreimbursed health and medical care expenses and reasonable attendant care and auxiliary apparatus expenses. Phased-in relief:

    a. Eligibility for relief: To receive hardship relief the family must have received a deduction from annual income because the sum of

        1) unreimbursed expenses for health and medical care, plus

        2) unreimbursed care and apparatus expenses for a disabled family member that permit a family member to work

        3) that exceeded 3 percent of annual income

    b. Form of relief:

        1) Beginning with the first recertification after 1/1/2024 after HOTMA implementation, the family will receive a deduction totaling the sum of

            a) unreimbursed expenses for health and medical care, plus

b) unreimbursed care and apparatus expenses for a disabled family member that permit a family member to work

c) that exceed 5 percent of annual income.

2) At the second annual recertification (12 months after the recertification in b.1) above), the family will receive a deduction totaling the sum of

a) unreimbursed expenses for health and medical care plus

b) unreimbursed care and apparatus expenses for a disabled family member that permit a family member to work

c) that exceed 7.5 percent of annual income.

3) At the third annual recertification (24 months after the recertification in b.1) above) the family must receive a deduction totaling the sum of

a) unreimbursed expenses for health and medical care, plus

b) unreimbursed care and apparatus expenses for a disabled family member that permit a family member to work

c) that exceed 10 percent of annual income.

6. Additional relief is available financial relief for an elderly or disabled family or a family that includes a person with disabilities that is experiencing financial hardship.

a. Eligibility for relief: To receive hardship relief under this paragraph, a family must demonstrate that the family's applicable health and medical care expenses or reasonable attendant care and auxiliary apparatus expenses increased, or the family's financial hardship is a result of a change of circumstances (as defined by the PHA) that would not otherwise trigger an interim reexamination.

b. Relief under this paragraph is available regardless of whether

1. the family previously received deductions under paragraph 5.b above,

2. is currently receiving relief under paragraph 5.b above, or

3. previously received relief under paragraph 5.b above.

c. Form and duration of relief.

1) The family will receive a deduction for the sum of

a) unreimbursed expenses for health and medical care, plus

b) unreimbursed care and apparatus expenses for a disabled family member that permit a family member to work

c) that exceed 5 percent of annual income.

2) SMHA's policy is to continue this relief until the circumstances that made the family eligible for the relief are no longer applicable.

(EARNED INCOME DISALLOWANCE HAS BEEN REMOVED WITH THE 2024 HOTMA REGULATION UPDATE)

B. MINIMUM RENT [24 CFR 5.616] Reference SMHA Board Resolution 09-2012

Minimum Rent

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

Hardship Requests for an Exception to Minimum Rent

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

Criteria for Hardship Exception

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

The family has lost eligibility or is awaiting an eligibility determination for Federal, State, or local assistance, including a family with a member who is a noncitizen lawfully admitted for permanent residence under the Immigration and Nationality Act, and who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Act of 1996.

The family would be evicted as a result of the imposition of the minimum rent requirement;

The income of the family has decreased because of changed circumstances, including loss of employment, death in the family, or other circumstances as determined by the PHA or HUD

PHA Notification to Families of Right to Hardship Exception

At the annual recertification appointment, the PHA 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 gross income, minimum rent or welfare rent.

*** If the minimum rent is the greatest figure in the calculation of Total Tenant Payment, PHA staff will include a copy of the notice regarding hardship request provided to the family in the family's file.**

The PHA notification will advise families that hardship exception determinations are subject to PHA review and hearing procedures.

The PHA will review all family requests for exception from the minimum rent due to financial hardships.

*** All requests for minimum rent hardship exceptions are required to be in writing.**

***The PHA will request documentation as proof of financial hardship.**

***The PHA will use its standard verification procedures to verify circumstances which have resulted in financial hardship.**

*** Requests for minimum rent exception must include a statement of the family hardship that qualify the family for an exception.**

Suspension of Minimum Rent

The PHA will grant the minimum rent exception to all families who request it, effective the first of the following month.

The minimum rent will be suspended until the PHA determines whether the

hardship is: Covered by statute

Temporary or long term

"Suspension" means that the PHA must not use the minimum rent calculation until the PHA has made this decision.

During the minimum rent suspension period, the family will not be required to pay a minimum rent and the housing assistance payment will be increased accordingly.

If the PHA determines that the minimum rent is not covered by statute, the PHA will impose a minimum rent including payment for minimum rent from the time of suspension.

Temporary Hardship

If the PHA 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.

*The PHA will offer a repayment agreement to the family for any such rent not paid during the temporary hardship period. (See "Owner and Family Debts to the PHA" chapter for Repayment agreement policy).

Long-Term Duration Hardships [24 CFR 5.616(c)(3)]

If the PHA determines that there is a qualifying long-term financial hardship, the PHA must exempt the family from the minimum rent requirements for as long as the hardship continues. The exemption from minimum rent shall apply from the first day of the month following the family's request for exemption.

Retroactive Determination

The PHA will reimburse the family for any minimum rent charges which took effect after October 21, 1998 that qualified for one of the mandatory exceptions.

*** If the family is owed a retroactive payment, the PHA will provide reimbursement in the form of a cash refund to the family.**

*** The PHA's definition of a cash refund is a check made out to the family.**

C. DEFINITION OF TEMPORARILY/PERMANENTLY ABSENT

[24 CFR 982.54(d)(10), 982.55 1]

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

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

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

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

Absence of Any Member

Any member of the household will be considered permanently absent ifs/he is away from the unit for **more than 30 days or 30 days in a twelve (12) month period** except as otherwise provided in this Chapter.

Absence due to Medical Reasons

If any family member leaves the household to enter a facility such as hospital, nursing home, or rehabilitation center, the PHA will seek advice from a reliable qualified source as to the likelihood and timing of their return. If the verification indicates that the family member will be permanently confined to a nursing home, the family member will be considered permanently absent. If the verification indicates that the family member will

return in less than **180** consecutive days, the family member will not be considered permanently absent.

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

Absence Due to Full-time Student Status

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

> *** A student (other than head of household or spouse) who attends school away from home but lives with the family during school recesses may, at the family's choice, be considered either temporarily or permanently absent. If the family decides that the member is permanently absent, income of that member will not be included in total household income, the member will not be included on the lease, and the member will not be included for determination of Voucher size.**

Absence due to Incarceration

If the sole member is incarcerated for more than **60** consecutive days, s/he will be considered permanently absent. Any member of the household, other than the sole member, will be considered permanently absent if s/he is incarcerated for **two (2) consecutive months or 60 days in a twelve month period.**

*** The PHA will determine if the reason for incarceration is for drug-related or violent criminal activity.**

Absence of Children due to Placement in Foster Care

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

In general, if the time period is to be greater than **two (2)** months from the date of removal of the child/ren, the Voucher size will be reduced. If all children are removed from the home permanently, the voucher size will be reduced in accordance with the PHA's subsidy standards. **The PHA will work closely with the appropriate agency to keep informed of the individual family's situation. If the time period exceeds two (2) months, the Occupancy Specialist or Executive Director may determine when or whether the voucher size should be reduced.**

Absence of Entire Family

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

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

*** Families must notify the PHA** no less than **(two) 2** days after leaving the unit **if they are going to be absent from the unit for more than** 14 **consecutive days.**

If the entire family is absent from the assisted unit for more than **30** consecutive days, the unit will be considered to be vacated and the assistance will be terminated.

*** If it is determined that the family is absent from the unit, the PHA will not continue assistance payments.**

HUD regulations require the PHA to terminate assistance if the entire family is absent from the unit for a period of more than 180 consecutive calendar days.

"Absence" means that no family member is residing in the unit.

In order to determine if the family is absent from the unit, the PHA may: *** Write letters to the family at the unit**

*** Telephone the family at the unit * Interview neighbors**

*** Verify if utilities are in service * Check with the post office**

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

*** If the absence which resulted in termination of assistance was due to a person's disability, and the PHA can verify that the person was unable to notify the PHA in accordance with the family's responsibilities, and if funding is available, the PHA may reinstate the family as an accommodation if requested by the family,** as long as the period was within 180 days**.**

Caretaker for Children

If neither parent remains in the household and the appropriate agency has determined that another adult is to be brought into the assisted unit to care for the children for an indefinite period, the PHA will treat that adult as a visitor for the first **60** 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, the PHA will review the status at **30-day** intervals.

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

*** If custody is awarded for a limited time in excess of stated period, the PHA 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 PHA will use discretion as deemed appropriate in determining any further assignation of the Voucher on behalf of the children.**

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

*** The PHA will transfer the voucher to the caretaker, in the absence of a court order, if the caretaker has been in the unit for more than** 180 **days/ six (6) months and it is reasonable to expect that custody will be granted.**

When the PHA approves a person to reside in the unit as caretaker for the child/ren, the income should be counted pending a final disposition. The PHA will work with the appropriate service agencies and the landlord 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 **two (2)** months, the person will be considered permanently absent.

Visitors

Any adult not included on the HUD 50058 who has been in the unit more than **14** consecutive days without PHA approval, or a total of **36** days in a 12-month period, will be considered to be living in the unit as **an unauthorized** household member.

*** Absence of evidence of any other address will be considered verification that the visitor is a member of the household.**

*** Statements from neighbors and/or the landlord will be considered in making the determination.**

*** Use of the unit address as the visitor's current residence for any purpose that is not explicitly temporary shall be construed as permanent residence.**

*** The burden of proof that the individual is a visitor rests on the family. In the absence of such proof, the individual will be considered an unauthorized member of the household and the PHA will terminate assistance since prior approval was not requested for the addition.**

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 **180** days per year without being considered a member of the household.

In a joint custody arrangement, if the minor is in the household less than **180** days per year, the minor will be considered to be an eligible visitor and not a family member.

Reporting Additions to Owner and PHA

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

The family obligations require the family to request PHA approval to add any other family member as an occupant of the unit and to inform the PHA of the birth, adoption or court - awarded custody of a child. The family must request prior approval of additional household members in writing. If any new family member is added, the income of the additional member will be included in the family income as applicable under HUD regulations.

*** If the family does not obtain prior written approval from the PHA, any person the family has permitted to move in will be considered an unauthorized household member.**

*** In the event that a visitor continues to reside in the unit after the maximum allowable time, the family must report it to the PHA in writing within** one (1) **day of the maximum allowable time.**

*** Families are required to report any additions to the household in writing to the PHA within** ten (10) **days of the move-in date.**

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

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

Reporting Absences to the PHA

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

If a family member leaves the household, the family must report this change to the PHA, in writing, within **ten (10)** days of the change and certify as to whether the member is temporarily absent or permanently absent. **The notice must be notarized. If the adult is permanently absent, a second notarized certification must be provided 30 calendar days after the first certification. Any rent reduction made as a result of an adult family member leaving the household will be calculated after the first notarized certification has been submitted. If the second certification is not submitted, the household income and family member will be added back in.**

The PHA will conduct an interim evaluation for changes which affect the Total Tenant Payment in accordance with the interim policy.

D. AVERAGING INCOME

When Annual Income cannot be anticipated for a full twelve months, the PHA may:

*** Average known sources of income that vary to compute an annual income, or**

*** Annualize current income and conduct an interim reexamination if income changes.**

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

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

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

E. MINIMUM INCOME

There is no minimum income requirement. Families who report zero income are required to **complete a written certification every** month.

*** Families that report zero income will be required to provide information regarding their means of basic subsistence, such as food, utilities, transportation, etc.**

*** If the family's expenses exceed their known income, the PHA will make inquiry of the head of household as to the nature of the family's accessible resources.**

F. INCOME OF PERSON PERMANENTLY CONFINED TO NURSING HOME

[24 CFR 982.54(d)(10)]

If a family member is permanently confined to a hospital or nursing home and there is a family member left in the household, the PHA will calculate the income by using the following methodology and use the income figure which would result in a lower payment by the family:

Exclude the income of the person permanently confined to the nursing home and give the family no deductions for medical expenses of the confined family member.

OR

Include the income of the person permanently confined to the nursing home and give the family the medical deductions allowable on behalf of the person in the nursing home.

G. LUMP-SUM RECEIPTS [24 CFR 5.609]

Lump-sum additions to Family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses, are not included in income but may be included in assets.

Lump-sum payments caused by delays in processing periodic payments such as unemployment or welfare assistance are counted as income. Lump sum payments from Social Security or SSI are excluded from income, but any amount remaining will be considered an asset. Deferred periodic payments which have accumulated due to a dispute will be treated the same as periodic payments which are deferred due to delays in processing.

In order to determine amount of retroactive tenant rent that the family owes as a result of the lump sum receipt:

*** The PHA will calculate prospectively if the family reported the payment within** ten (10) days **and retroactively to date of receipt if the receipt was not reported within that time frame**.

Prospective Calculation Methodology

INSTRUCTION: Include if using any prospective calculation of lump sum receipts.

*** If the payment is reported on a timely basis, the calculation will be done prospectively and will result in an interim adjustment calculated as follows:**

The entire lump-sum payment will be added to the annual income at the time of the interim.

The PHA will determine the percent of the year remaining until the next annual recertification as of the date of the interim

At the next annual recertification, the PHA will apply the percentage balance to the lump sum and add it to the rest of the annual income.

The lump sum will be added in the same way for any interims which occur prior to the next annual recertification.

Retroactive Calculation Methodology

INSTRUCTION: Include if using any retroactive calculation of lump sum receipts.

*** The PHA will go back to the date the lump-sum payment was received, or to the date of admission, whichever is closer.**

***The PHA will determine the amount of income for each certification period, including the lump sum, and recalculate the tenant rent for each certification period to determine the amount due the PHA.**

*** The family** has the choice of paying **this "retroactive" amount to the PHA in a lump sum., *OR***

*** At the PHA's option, the PHA may enter into a Payment Agreement with the family.** The amount owed by the family is a collectible debt even if the family becomes unassisted. **Attorney Fees**

*** The family's attorney fees may be deducted from lump-sum payments when computing annual income if the attorney's efforts have recovered a lump-sum compensation, and the recovery paid to the family does not include an additional amount in full satisfaction of the attorney fees.**

H. PRORATION OF ASSISTANCE FOR "MIXED" FAMILIES *[24 CFR 5.520]*

INSTRUCTION: *In accordance with the Quality Housing and Work Responsibility Act of 1998, PHAs are not allowed to "OPT OUT" of implementing the Non-Citizen rule. This section must be included in the Administrative Plan.*

Applicability

Proration of assistance must be offered 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.

Prorated Assistance Calculation

Prorated assistance is calculated by determining the amount of assistance payable if all family members were 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.

I. UTILITY ALLOWANCE AND UTILITY REIMBURSEMENT PAYMENTS **[24 CFR 982.153, 982.517]**

The same Utility Allowance Schedule is used for all tenant-based programs.

The utility allowance is intended to cover the cost of utilities not included in the rent. The allowance is based on the typical cost of utilities and services paid by energy -conservative households that occupy housing of similar size and type in the same locality. Allowances are not based on an individual family's actual energy consumption.

The PHA's utility allowance schedule, and the utility allowance for an individual family, must include the utilities and services that are necessary in the locality to provide housing that complies with the housing quality standards.

The PHA may not provide any allowance for non-essential utility costs, such as costs of cable or satellite television.

The PHA must classify utilities in the utility allowance schedule according to the following general categories: space heating, cooking, water heating, water, sewer, trash collection; [other electric,] refrigerator (for tenant supplied refrigerator), range (cost of tenant -supplied range); and other specified services.

An allowance for tenant-paid air conditioning will be provided in those cases where the majority of housing units in the market have central air conditioning or are wired for tenant installed air conditioners [24 CFR 982.5 17] ***A tenant paid air conditioning allowance will be provided throughout our jurisdiction.**

The PHA will review the utility allowance schedule annually. If the review finds a utility rate has changed by 10 percent or more since the last revision of the utility allowance schedule, the schedule will be revised to reflect the new rate. Revised utility allowances will be applied in a participant family's rent calculation at their next reexamination.

The approved utility allowance schedule is given to families along with their Voucher. The Housing Authority uses the appropriate utility allowance for the lesser of the size of the dwelling unit actually leased by the family or the voucher size issued, as determined under the SMHA subsidy standards. In cases where a reasonable accommodation has been provided to the family that includes a person with disabilities, SMHA must use the appropriate utility allowance for the size of the dwelling unit actually leased by the family. (24 CFR 982.517 – eff. 7/1/2014)

Where families provide their own range and refrigerator, the PHA will establish an allowance adequate for the family to purchase or rent a range or refrigerator, even if the family already owns either appliance. Allowances for ranges and refrigerators will be based on the lesser of the cost of leasing or purchasing the appropriate appliance over a **twelve (12)** month period.

Where the calculation on the HUD 50058 results in a utility reimbursement payment due the family [24 CFR 982.5 14(b)], the PHA will provide a Utility Reimbursement Payment for the family each month. The check will be made out: ***directly to the tenant.**

SMHA reserves the option to implement retroactive quarterly disbursement of reimbursement payments due to a family if the amount is equal to or less than $45 per quarter; a hardship exemption may be allowed in accordance with 24 CFR5.630(b)(2) to allow monthly disbursement. If implemented, SMHA shall make retroactive quarterly payments in accordance with PIH Notice 2016-05; 24CFR 960.253, 982.514. Families leaving the program with retroactive credit for utility reimbursement will have the credit issued at the time of the end of program participation/HAP contract termination. (PIH Notice 2016-05; 24CFR 960.253, 982.514)

Chapter 7

VERIFICATION PROCEDURES

[24 CFR Part 5, Subparts B, D, E and F; 24 CFR 982.158; 24 CFR 5.617]

INTRODUCTION

***NOTE**: HUD does not specify specific standards for what constitutes proper verification of many factors. We have included representative industry practices as examples of acceptable verification.*

HUD regulations require that the factors of eligibility and Total Tenant Payment/Family Share be verified by the PHA. PHA staff will obtain written verification from independent sources whenever possible and will document tenant files whenever third party verifications are not possible as to why third party verification was impossible to obtain.

Applicants and program participants must provide true and complete information to the PHA whenever information is requested. The PHA's verification requirements are designed to maintain program integrity. This Chapter explains the PHA's procedures and standards for verification of preferences, income, assets, allowable deductions, family status, and changes in family composition. The PHA will obtain proper authorization from the family before requesting information from independent sources.

A. METHODS OF VERIFICATION AND TIME ALLOWED [24 CFR 982.5 16]

(OVERVIEW OF VERIFICATION REQUIREMENTS)

HUD's Verification Hierarchy

HUD authorizes the PHA to use five methods to verify family information and specifies the circumstances in which each method will be used. In general HUD requires the PHA to use the most reliable form of verification that is available and to document the reasons when the PHA uses a lesser form of verification.

PHA Policy

In order of priority, the forms of verification that the PHA will use are:

Up-front Income Verification (UIV) whenever available Third-party Written Verification

Third-party Oral Verification
Review of Documents

Self-Certification

Each of the verification methods is discussed in subsequent sections below. Exhibit 7-1 at the end of the chapter contains an excerpt from the notice that provides guidance with respect to how each method may be used.

Requirements for Acceptable

Documents PHA Policy

Any documents used for verification must be the original (not photocopies) and generally must be dated within 60 calendar days of the date they are provided to the PHA. The documents must not be damaged, altered or in any way illegible.

The PHA will accept documents dated up to 6 months before the effective date of the family's reexamination if the document represents the most recent scheduled report from a source. For example, if the holder of a pension annuity provides semi-annual reports, the PHA would accept the most recent report.

Print-outs from web pages are considered original documents.

The PHA staff member who views the original document either keeps the original document or makes a photocopy, indicates the date the original was viewed, and initials the document next to the date indicated.

Any family self-certifications must be made in a format acceptable to the PHA and must be signed in the presence of a PHA representative or a notary public.

File Documentation

The PHA must document in the file how the figures used in income and rent calculations were determined. All verification attempts, information obtained, and decisions reached during the verification process will be recorded in the family's file in sufficient detail to demonstrate that the PHA has followed all of the verification policies set forth in this plan. The record should be sufficient to enable a staff member or HUD reviewer to understand the process followed and conclusions reached.

Streamlined Annual Reexaminations for Fixed Sources of Income

SMHA **reserves the option to implement** a streamlined income determination for any family member with a fixed source of income. (Non-fixed sources of income remain subject to third-party verification.) **If implemented,** fixed-income includes income from:

Social Security Payments (SSI & SSDI); Federal, state, local & private pension plans; and other periodic payments received from annuities, insurance policies, retirement funds, disability or death benefits, and other similar types of periodic payments. The streamlined determination will be made by applying a verified cost of living adjustment (COLA) or current rate of interest to the previously verified or adjusted income amount. The COLA or current interest rate applicable to each source of fixed income must be obtained either from a public source or from tenant-provided, third-party generated documentation. SMHA must document how the determination was made that a source of income is fixed. Third-party verification of all income amounts for all family members must be performed at least every three (3) years. All family members' signatures on consent forms required by 24 CFR 5.230 must still be obtained by SMHA. (This implementation option is made available as detailed in PIH Notice 2016-05 and 24 CFR 960.257, 982.516)

B. RELEASE OF INFORMATION [24 CFR 5.230]

Adult family members will be required to sign the HUD 9886 Release of Information/Privacy Act form.

In addition, family members will be required to sign specific authorization forms when information is needed that is not covered by the HUD form 9886, Authorization for Release of Information/Privacy Act Notice.

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

Family refusal to cooperate with the HUD prescribed verification system will result in denial of admission or termination of assistance because it is a family obligation to supply any information and to sign consent forms requested by the PHA or HUD.

C. COMPUTER MATCHING (UP-FRONT INCOME VERIFICATION [UIV])

Up-front income verification (UIV) refers to the PHA's use of the verification tools available from independent sources that maintain computerized information about earnings and benefits. UIV will be used to the extent that these systems are available to the PHA.

PHA Policy

The PHA will inform all applicants and participants of its use of the following UIV resources during the admission and reexamination process:

HUD's EIV system (when it is available to the

PHA) ***The Work Number***

TANF

The PHA must restrict access to and safeguard UIV data in accordance with HUD guidance on security procedures, as issued and made available by HUD.

There may be legitimate differences between the information provided by the family and UIV-generated information. No adverse action can be taken against a family until the PHA has independently verified the UIV information and the family has been granted an opportunity to contest any adverse findings through the informal review/hearing process of the PHA.

Definition of Substantial Difference

UIV information is used differently depending upon whether there is a *substantial difference* between information provided by the family and the UIV information. In "HUD Guidelines for Projecting Annual Income When UIV Data is Available" [HUD website, April 2004], HUD recommends using $200 per month as the threshold for a substantial difference. The PHA will therefore use $200 per month as the threshold for a substantial difference.

See Chapter 6 for the PHA's policy on the use of UIV to project annual income and for the PHA's threshold for substantial difference.

When No Substantial Difference Exists

If UIV information does not differ substantially from family information, the UIV documentation may serve as third-party written verification.

When a Substantial Difference Exists

When there is a substantial difference between the information provided by the UIV source and the family, the PHA must request another form of third-party written verification and use any other verification methods (in priority order) to reconcile the difference(s).

Use of HUD's Enterprise Income Verification (EIV) System

HUD's EIV system contains data showing earned income, unemployment benefits, Social Security and SSI benefits for participant families. HUD requires the PHA to use the EIV system when available. The following policies will apply when the PHA has access to HUD's EIV system.

The EIV system contains two main components: tenant income data reports and "exceeds threshold" reports.

Tenant Income Data (TID) Reports

The data shown on TID reports is updated quarterly. Data may be between 3 and 6 months old at the time reports are generated.

PHA Policy

The PHA will obtain TID reports for annual reexaminations on a monthly basis. Reports will be generated as part of the regular reexamination process.

TID reports will be compared to family-provided information as part of the annual reexamination process. TID reports may be used in the calculation of annual income, as described in Chapter 6.I.C. TID reports may also be used to meet the regulatory requirement for third party verification, as described above. Policies for resolving discrepancies between TID reports and family-provided information will be resolved as described in Chapter 6.I.C. and in this chapter.

TID reports will be used in interim reexaminations when it is necessary to verify and calculate earned income, unemployment benefits, Social Security and/or SSI benefits, and to verify that families claiming zero income are not receiving income from any of these sources.

TID reports will be retained in participant files with the applicable annual or interim reexamination documents.

When the PHA determines through TID reports and third party verification that a family has concealed or under-reported income, corrective action will be taken pursuant to the policies in the Program Integrity Addendum.

Exceeds Threshold Reports (ETRs)

The ETR is a tool for identifying families who may have concealed or under-reported income. Data in the ETR represents income for past reporting periods and may be between 6 months and 30 months old at the time ETRs are generated.

Families who have not concealed or under-reported income may appear on the ETR in some circumstances, such as loss of a job or addition of new family members.

PHA Policy

The PHA will generate and review ETRs on a monthly basis. The ETR threshold percentage will be adjusted as necessary based on the findings in the ETRs.

In reviewing ETRs, the PHA will begin with the largest discrepancies.

When the PHA determines that a participant appearing on the ETR has not concealed or underreported income, the participant's name will be placed on a list of "false positive" reviews. To avoid multiple reviews in this situation, participants appearing on this list will be eliminated from ETR processing until a subsequent interim or annual reexamination has been completed.

When it appears that a family may have concealed or under-reported income, the PHA will request third-party written verification of the income in question.

When the PHA determines through ETR review and third party verification that a family has concealed or under-reported income, corrective action will be taken pursuant to the policies in the Program Integrity Addendum.

EIV Identity Verification

The EIV system verifies tenant identities against SSA records. These records are compared to PIC data for a match on Social Security number, name, and date of birth.

When identity verification for a participant fails, a message will be displayed within the EIV system and no income information will be displayed.

PHA Policy

The PHA will identify participants whose identity verification has failed as part of the annual reexamination process.

The PHA will attempt to resolve PIC/SSA discrepancies by reviewing file documents. When the PHA determines that discrepancies exist due to PHA errors such as spelling errors or incorrect birth dates, the errors will be corrected promptly.

Third-Party Written Verification

Third-party verification is used to verify information directly with the source. Third-party written verification forms will be sent and returned via first class mail, *fax, or in person*. The family will be required to sign an authorization for the information source to release the specified information.

Verifications received electronically directly from the source **are** considered third party written verifications.

***The PHA will accept verifications in the form of computerized printouts delivered by the family from the following agencies:**

*** Social Security Administration**

*** Veterans Administration**

*** Welfare Assistance**

*** Unemployment Compensation Board**

*** City or County Courts**

Pharmacies for prescription

medications Child Support

Pensions

Third-Party Oral Verification

*** Oral third-party verification will be used when written third -party verification is delayed or not possible. When third-party oral verification is used, staff will be required to complete a Certification of Document Viewed or Person Contacted form, noting with whom they spoke, the date of the conversation, and the facts provided. If oral third party verification is not available, the PHA will compare the information to any documents provided by the Family. If provided by telephone, the PHA must originate the call.**

Review of Documents

In the event that third-party written or oral verification is unavailable, or the information has not been verified by the third party within **two (2)** weeks, the PHA will annotate the file accordingly and utilize documents provided by the family as the primary source if the documents provide complete information.

*** All such documents, excluding government checks, will be photocopied and retained in the applicant file. In cases where documents are viewed which cannot be photocopied, staff viewing the document(s) will complete a Certification of Document Viewed or Person Contacted form or document.**

*** The PHA will accept the following documents from the family provided that the document is such that tampering would be easily noted:**

*** Printed wage stubs**

*** Computer print-outs from the employer**

*** Signed letters (provided that the information is confirmed by phone)**

*** Other documents noted in this Chapter as acceptable verification**

*** The PHA** will **accept faxed**

documents. * The PHA will **accept**

photo copies.

If third-party verification is received after documents have been accepted as provisional verification, and there is a discrepancy, the PHA will utilize the third party verification.

- **The PHA will not delay the processing of an application beyond** 14 **days because a third party information provider does not return the verification in a timely manner.**

Self-Certification/Self-Declaration

When verification cannot be made by third-party verification or review of documents, families will be required to submit a self-certification.

Self-certifications ***must be signed in the presence of a PHA employee or*** **notary public.**
A PHA employee will sign his/her name as a witness.

D. ITEMS TO BE VERIFIED [24 CFR 982.5 16]

All income not specifically excluded by the regulations.

Full-time student status including High School students who are 18 or over.

Current assets including assets disposed of for less than fair market value in preceding two years.

Child care expense where it allows an **adult** family member to be employed or to further his/her education.

Total medical expenses of all family members in households whose head or spouse is elderly or disabled.

Disability assistance expenses to include only those costs associated with attendant care or auxiliary apparatus for a disabled member of the family, which allow an ***adult*** family member to be employed.

Disability for determination of preferences, allowances or deductions.

U.S. citizenship/eligible immigrant status

Social Security Numbers for all family members,

regardless of age. "Preference" status

Familial or Marital status when needed for head or spouse

definition. Verification of Reduction in Benefits for

Noncompliance:

> The PHA will obtain written verification from the welfare agency stating that the family's benefits have been reduced for fraud or noncompliance *before* denying the family's request for rent reduction.

Zero-income status of household.

Zero-income applicants and residents will be required to complete a family expense form at each certification or recertification interview.

Legal identity.

E. VERIFICATION OF INCOME [24 CFR 982.5 16]

This section defines the methods the PHA will use to verify various types of income.

Employment Income

Verification forms request the employer to specify the:

> Dates of employment
>
> Amount and frequency
>
> of pay Date of the last
>
> pay increase
>
> Likelihood of change of employment status and effective date of any known salary increase during the next 12 months
>
> *** Year to date earnings**

*** Estimated income from overtime, tips, bonus pay expected during next 12 months**

Acceptable methods of verification include, in this order:

1. Employment verification form completed by the employer.
2. Check stubs or earning statements, which indicate the employee's gross pay, frequency of pay or year to date earnings.
3. W-2 forms plus income tax return forms.
4. **Self-certifications or** income tax returns signed by the family may be used for verifying self-employment income, or income from tips and other gratuities.

*** Applicants and program participants may be requested to sign an authorization for release of information from the Internal Revenue Service for further verification of income.**

*** In cases where there are questions about the validity of information provided by the family, the PHA will require the most recent federal income tax statements.**

*** Where doubt regarding income exists, a referral to IRS for confirmation will be made on a case - by-case basis**.

Social Security, Pensions, Supplementary Security Income (SSI), Disability Income

Acceptable methods of verification include, in this order:

1. Benefit verification form completed by agency providing the benefits.
2. Award or benefit notification letters prepared and signed by the providing agency.

***3. Computer report electronically obtained or in hard copy.**

Unemployment Compensation

Acceptable methods of verification include, in this order:

1. Verification form completed by the unemployment compensation agency.
2. Computer report electronically obtained or in hard copy, from unemployment office stating payment dates and amounts.

***3. Payment stubs.**

Welfare Payments or General Assistance

Acceptable methods of verification include, in this order:

1. PHA verification form completed by payment provider.

***2 Written statement from payment provider indicating the amount of grant/payment, start date of payments, and anticipated changes in payment in the next 12 months.**

***3 Computer-generated Notice of Action.**

***4 Computer-generated list of recipients from Welfare Department.**

Alimony or Child Support Payments

Acceptable methods of verification include, in this order:

1. Copy of a separation or settlement agreement or a divorce decree stating amount and type of support and payment schedules.

***2 A** notarized **letter from the person paying the support.**

***3 A copy of the latest check and/or payment stubs from Court Trustee. The PHA must record the date, amount, and number of the check.**

***4 Family's self-certification of amount received and of the likelihood of support payments being received in the future, or that support payments are not being received.**

*** If payments are irregular, the family must provide:**

*** A copy of the separation or settlement agreement or a divorce decree stating the amount and type of support and payment schedules.**

*** A statement from the agency responsible for enforcing payments to show that the family has filed for enforcement.**

*** A notarized affidavit from the family indicating the amount(s) received.**

*** A welfare notice of action showing amounts received by the welfare agency for child support.**

*** A written statement from an attorney certifying that a collection or enforcement action has been filed.**

Net Income from a Business

In order to verify the net income from a business, the PHA will view IRS and financial documents from prior years and use this information to anticipate the income for the next 12 months.

Acceptable methods of verification include:

1. IRS Form 1040, including:

Schedule C (Small

Business) Schedule E

(Rental Property

Income)

Schedule F (Farm Income)

If accelerated depreciation was used on the tax return or financial statement, an accountant's calculation of depreciation expense, computed using straight-line depreciation rules.

2. Audited or unaudited financial statement(s) of the business.

***3 Credit report or loan application.**

***4. Documents such as manifests, appointment books, cash books, bank statements, and receipts will be used as a guide for the prior six months (or lesser period if not in business for six months) to project income for the next 12 months. The family will be advised to maintain these documents in the future if they are not available.**

***5 Family's self-certification as to net income realized from the business during previous years.** **Child Care Business**

If an applicant/participant is operating a licensed day care business, income will be verified as with any other business.

*** If the applicant/participant is operating a "cash and carry" operation (which may or may not be licensed), the PHA will require that the applicant/participant complete a form for each customer which indicates: name of person(s) whose child (children) is/are being cared for, phone number, number of hours child is being cared for, method of payment (check/cash), amount paid, and signature of person.**

*** If the family has filed a tax return, the family will be required to provide it.**

*** If child care services were terminated,** ***the applicant/participant must provide a signed verification from the parent(s) whose child was cared for that the child care services have terminated.***

Recurring Gifts

The family must furnish a self-certification which contains the following information:

- The person who provides the gifts
- The value of the gifts
- The regularity (dates) of the gifts
- The purpose of the gifts

Zero Income Status

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

*** The PHA may request information from the Ohio Bureau of Employment**

Services. Full-time Student Status

Only the first $480 (adjusted for inflation each year by HUD) of the earned income of full time students 18 years of age or older, other than head or spouse, will be counted towards family income. ($480 for 2025; $500 for 2026; $525 for 2027)

Financial aid, scholarships and grants received by full time students is not counted towards family income.

Verification of full time student status includes:

Written verification from the registrar's office or other school official.

School records indicating enrollment for sufficient number of credits to be considered a full-time student by the educational institution.

Streamlined Annual Reexaminations for Fixed Sources of Income

SMHA **reserves the option to implement** a streamlined income determination for any family member with a fixed source of income. (Non-fixed sources of income remain subject to third-party verification.) **If implemented,** fixed-income includes income from:

Social Security Payments (SSI & SSDI); Federal, state, local & private pension plans; and other periodic payments received from annuities, insurance policies, retirement funds, disability or death benefits, and other similar types of periodic payments. The streamlined determination will be made by applying a verified cost of living adjustment (COLA) or current rate of interest to the previously verified or adjusted income amount. The COLA or current interest rate applicable to each source of fixed income must be obtained either from a public source or from tenant-provided, third-party generated documentation. SMHA must document how the determination was made that a source of income is fixed. Third-party verification of all income amounts for all family members must be performed at least every three (3) years. All family members' signatures on consent forms required by 24 CFR 5.230 must still be obtained by SMHA. (This implementation option is made available as detailed in PIH Notice 2016-05 and 24 CFR 960.257, 982.516)

F. INCOME FROM ASSETS [24 CFR 982.5 16]

Savings Account Interest Income and Dividends

Acceptable methods of verification include, in this

order:

1. Account statements, passbooks, certificates of deposit, or PHA verification forms completed by the financial institution.

2. Broker's statements showing value of stocks or bonds and the earnings credited the family. Earnings can be obtained from current newspaper quotations or oral broker's verification.

3. IRS Form 1099 from the financial institution, provided that the PHA must adjust the information to project earnings expected for the next 12 months.

Interest Income from Mortgages or Similar

Arrangements Acceptable methods of verification

include, in this order:

1. A letter from an accountant, attorney, real estate broker, the buyer, or a financial institution stating interest due for next 12 months. (A copy of the check paid by the buyer to the family is not sufficient unless a breakdown of interest and principal is shown.)

2. Amortization schedule showing interest for the 12 months following the effective date of the certification or recertification.

Net Rental Income from Property Owned by

Family Acceptable methods of verification

include, in this order:

1. IRS Form 1040 with Schedule E (Rental Income).

2. Copies of latest rent receipts, leases, or other documentation of rent amounts.

3. Documentation of allowable operating expenses of the property: tax statements, insurance invoices, bills for reasonable maintenance and utilities, and bank statements or amortization schedules showing monthly interest expense.

***4. Lessee's written statement verifying rent payments to the family and family's *notarized statement* as to net income realized.**

G. VERIFICATION OF ASSETS

Family Assets

The PHA will require the information necessary to determine the current cash value of the family's assets, (the net amount the family would receive if the asset were converted to cash).

Acceptable verification may include any of the following:

Verification forms, letters, or documents from a financial institution or broker.

Passbooks, checking account statements, certificates of deposit, bonds, or financial statements completed by a financial institution or broker.

Quotes from a stock broker or realty agent as to net amount family would receive if they liquidated securities or real estate.

Real estate tax statements if the approximate current market value can be deduced from assessment.

Financial statements for business assets.

Copies of closing documents showing the selling price and the distribution of the sales proceeds. Appraisals of personal property held as an investment.

*** Family's *notarized statement* describing assets or cash held at the family's home or in safe deposit boxes**.

SMHA may accept a family's self-certification of present ownership of real property.

Assets Disposed of for Less than Fair Market Value (FMV) During Two Years Preceding Effective Date of Certification or Recertification

For all Certifications and Recertifications, the PHA will obtain the Family's certification as to whether any member has disposed of assets for less than fair market value during the two years preceding the effective date of the certification or recertification.

If the family certifies that they have disposed of assets for less than fair market value, verification is required that shows: (a) all assets disposed of for less than FMV, (b) the date they were disposed of, (c) the amount the family received, and (d) the market value of the assets at the time of disposition. Third party verification will be obtained wherever possible.

Family Self-Certification of Net Family Assets up to Current HUD Limit ($50,000 for 2024, $51,600 for 2025, $52,787 for 2026, and $54,898 for 2027)

SMHA may accept a family's self-certification of net family assets equal to or less than the current HUD published limit which is adjusted each year for inflation ($50,000 for 2024, $51,600 for 2025, $52,787 for 2026, and $54,898 for 2027) and anticipated income earned from assets without taking additional steps to verify accuracy, at admission and at reexamination; if such self-certification is accepted, SMHA is required to fully verify net family assets at least every three (3) years (882.515(a); 882,808(i)(1); 960.259(c)(2); 982.516(a)(3)).

All family members 18 years of age and older must sign the family's declaration of total assets. Whenever a family member is added, SMHA must obtain third-party verification of that family member's assets. (PIH Notice 2016-05; 24 CFR 960.259, 982.516)

H. VERIFICATION OF ALLOWABLE DEDUCTIONS FROM INCOME [24 CFR 982.5 16]

Child Care Expenses

Written verification from the person who receives the payments is required. If the child care provider is an individual, s/he must provide a statement of the amount they are charging the family for their services.

Verifications must specify the child care provider's name, address, telephone number, the names of the children cared for, the number of hours the child care occurs, the rate of pay, and the typical yearly amount paid, including school and vacation periods.

Family's certification as to whether any of those payments have been or will be paid or reimbursed by outside sources.

Medical Expenses

Families who claim medical expenses will be required to submit a certification as to whether or not any expense payments have been, or will be, reimbursed by an outside source. All expense claims will be verified by one or more of the methods listed below:

Written verification by a doctor, hospital or clinic personnel, dentist, pharmacist, of (a) the anticipated medical costs to be incurred by the family and regular payments due on medical bills; and (b) extent to which those expenses will be reimbursed by insurance or a government agency.

Written confirmation by the insurance company or employer of health insurance premiums to be paid by the family.

Written confirmation from the Social Security Administration of Medicare premiums to be paid by the family over the next 12 months. A computer printout will be accepted.

For attendant care:

A reliable, knowledgeable professional's certification that the assistance of an attendant is necessary as a medical expense and a projection of the number of hours the care is needed for calculation purposes.

Attendant's written confirmation of hours of care provided and amount and frequency of payments received from the family or agency (or copies of canceled checks the family used to make those payments) or stubs from the agency providing the services.

Receipts, canceled checks, or pay stubs that verify medical costs and insurance expenses likely to be incurred in the next 12 months.

Copies of payment agreements or most recent invoice that verify payments made on outstanding medical bills that will continue over all or part of the next 12 months.

Receipts or other record of medical expenses incurred during the past 12 months that can be used to anticipate future medical expenses. PHA may use this approach for "general medical expenses" such as non-prescription drugs and regular visits to doctors or dentists, but not for one time, nonrecurring expenses from the previous year.

The PHA will use mileage at the rate currently used by the Sandusky MHA staff, or cab, bus fare, or other public transportation cost for verification of the cost of transportation directly related to medical treatment.

Assistance to Persons with Disabilities [24 CFR

5.611(c)] In All Cases:

Written certification from a reliable, knowledgeable professional that the person with disabilities requires the services of an attendant and/or the use of auxiliary apparatus to permit him/her to be employed or to function sufficiently independently to enable another family member to be employed.

Family's certification as to whether they receive reimbursement for any of the expenses of disability assistance and the amount of any reimbursement received.

Attendant Care:

Attendant's written certification of amount received from the family, frequency of receipt, and hours of care provided.

Certification of family and attendant and/or copies of canceled checks family used to make payments.

Auxiliary Apparatus:

Receipts for purchases or proof of monthly payments and maintenance expenses for auxiliary apparatus.

In the case where the person with disabilities is employed, a statement from the employer that the auxiliary apparatus is necessary for employment.

I. VERIFYING NON-FINANCIAL FACTORS [24 CFR 5.617(b)(2)]

Verification of Legal Identity

*** In order to prevent program abuse, the PHA will require applicants to furnish verification of legal identity for all family members.**

*** The documents listed below will be considered acceptable verification of legal identity for adults. If a document submitted by a family is illegible or otherwise questionable, more than one of these documents may be required.**

*** Certificate of Birth, naturalization papers**

*** Church issued baptismal certificate**

*** Current, valid Driver's license**

*** U.S. military discharge (DD 214)**

*** U.S. passport**

*** Voter's registration**

*** Company/agency Identification Card**

*** Department of Motor Vehicles Identification**

Card * Hospital records

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

*** Certificate of Birth *(Hospital crib card initially)***

*** Adoption papers**

*** Custody agreement**

*** Health and Human Services ID**

*** School records**

*** If none of these documents can be provided, a third party who knows the person may, at the PHA's discretion, provide a verification.**

Verification of Marital Status

INSTRUCTION: *This would be used to determine spouse for income and deduction and noncitizen purposes*

Verification of divorce status will be a certified copy of the divorce decree, signed by a

Court Officer. Verification of a separation may be a copy of court-ordered maintenance or

other records. Verification of marriage status is a marriage certificate.

Familial Relationships

INSTRUCTION: *HUD has left the definition of non-elderly or non-disabled family up to the PHA. As a result of this, there is a variety in the definition among PHAs. The PHA 's definition of family will determine what facts have to be verified.*

*** Certification will normally be considered sufficient verification of family relationships. In cases where reasonable doubt exists, the family may be asked to provide verification.**

*** The following verifications will always be required if**

applicable: * Verification of relationship:

*** Official identification showing**

names * Birth Certificates

*** Baptismal certificates**

*** Verification of guardianship is:**

*** Court-ordered assignment**

*** Affidavit of parent**

*** Verification from social services agency**

*** School records**

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, the PHA will consider any of the following as verification:

Husband or wife institutes divorce action.

Husband or wife institutes 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 landlord 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.

*** If no other proof can be provided, the PHA will accept a *notarized* self-certification from the head of household or the spouse or co-head, if the head is the absent member.** ***A second notarized statement will be required as confirmation 30 days after the first statement is provided.***

Verification of Change in Family Composition

The PHA may verify changes in family composition (either reported or unreported) **through letters, telephone calls, utility records, inspections, landlords, neighbors, credit data, school or DMV records, and other sources**.

Verification of 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 Act (42 U.S.C. 6001(7) or verified by appropriate diagnostician **such as physician, psychiatrist, psychologist, therapist, rehab specialist, or licensed social worker**, using the HUD language as the verification format.

Verification of Citizenship/Eligible Immigrant Status [24 CFR 5.508, 5.510,5.512, 5.514]

INSTRUCTION: *In accordance with the Quality Housing and Work Responsibility Act of 1998, effective immediately, PHAs may no longer elect not to comply with ("opt -out" of) the Non-citizen requirements (Part 5, Subpart E). Therefore, language regarding "opting -out" has been removed from this model administrative plan.*

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 their status once. Assistance cannot be delayed, denied, or terminated while verification of status is pending except that assistance to applicants may be delayed while the PHA hearing is pending.

Citizens or Nationals of the United States are required to sign a declaration under penalty of perjury. *** The PHA** will **require citizens to provide documentation of citizenship.**

*** Acceptable documentation will include at least one of the following original documents:**

United States birth certificate

United States passport

Resident alien/registration card

Social Security card

Other appropriate documentation as determined by the PHA

Eligible Immigrants who were Participants and 62 or over on June 19, 1995, are required to sign a declaration of eligible immigration status and provide proof of age.

Non-citizens with eligible immigration status must sign a declaration of status and verification consent form and provide their original immigration documents which are copied front and back and returned to the family. The PHA verifies the status through the INS SAVE system. If this primary verification fails to verify status, the PHA must request within ten days that the INS conduct a manual search.

Ineligible family members who do not claim to be citizens or eligible immigrants must be listed on a statement of ineligible family members signed by the head of household or spouse.

Non-citizen students on student visas are ineligible members even though they are in the country lawfully. They must provide their student visa but their status will not be verified and they do not sign a declaration but are listed on the statement of ineligible members.

Failure to Provide. If an applicant or participant family member fails to sign required declarations and consent forms or provide documents, as required, they must be listed as an ineligible member. If the entire family fails to provide and sign as required, the family may be denied or terminated for failure to provide required information.

*** Time of Verification**

***For applicants, verification of U.S. citizenship/eligible immigrant status occurs** at the same time as verification of other factors of eligibility for final eligibility determination/at the time of initial application**.**

*** The PHA will not provide assistance to any family prior to the affirmative establishment and verification of the eligibility of the individual or at least one member of the family.**

*** The PHA will verify the U.S. citizenship/eligible immigration status of all participants no later than the date of the family's first annual reexamination following the enactment of the Quality Housing and Work Responsibility Act of 1998.**

*** For family members added after other members have been verified, the verification occurs at the first recertification after the new member moves in.**

***Once verification has been completed for any covered program, it need not be repeated except that, in the case of port-in families, if the initial PHA does not supply the documents, the PHA must conduct the determination.**

Extensions of Time to Provide Documents

The PHA **will** grant an extension of **no more than 30 days** for families to submit evidence of eligible immigrant status.

Acceptable Documents of Eligible Immigration

The regulations stipulate that only the following documents are acceptable unless changes are published in the Federal Register.

Resident Alien Card (I-551)

Alien Registration Receipt Card

(I-151) Arrival-Departure

Record (I-94)

Temporary Resident Card (I-688)

Employment Authorization Card (I-688B)

Receipt issued by the INS for issuance of replacement of any of the above documents that shows individual's entitlement has been verified

A birth certificate is not acceptable verification of status. All documents in connection with U.S. citizenship/eligible immigrant status must be kept five years.

*** The PHA will verify the eligibility of a family member at any time such eligibility is in question, without regard to the position of the family on the waiting list.**

If the PHA determines that a family member has knowingly permitted another individual who is not eligible for assistance to reside permanently in the family's unit, the family's assistance will be terminated for **36** months, unless the ineligible individual has already been considered in prorating the family's assistance.

Verification of Social Security Numbers [24 CFR 5.2 16]

Social security numbers must be provided as a condition of eligibility for all family members age six and over if they have been issued a number. Verification of Social Security numbers will be done through a Social Security Card issued by the Social Security Administration. If a family member cannot produce a Social Security Card, only the documents listed below showing his or her Social Security Number may be used for verification. The family is also required to certify in writing that the document(s) submitted in lieu of the Social Security Card information provided is/are complete and accurate:

A driver's license

Identification card issued by a Federal, State or local agency

Identification card issued by a medical insurance company or provider (including Medicare and Medicaid)

An identification card issued by an employer or trade

union An identification card issued by a medical

insurance company Earnings statements or payroll stubs

Bank Statements

IRS Form 1099

Benefit award letters from government agencies

Retirement benefit

letter Life

insurance policies

Court records such as real estate, tax notices, marriage and divorce, judgment or bankruptcy records

Verification of benefits or Social Security Number from Social Security Administration

New family members ages six and older will be required to produce their Social Security Card or provide the substitute documentation described above together with their certification that the substitute information provided is complete and accurate. This information is to be provided at the time the change in family composition is reported to the PHA.

If an applicant or participant is able to disclose the Social Security Number but cannot meet the documentation requirements, the applicant or participant must sign a certification to that effect provided by the PHA. The applicant/participant or family member will have an additional **30** days to provide proof of the Social Security Number. If they fail to provide this documentation, the family's assistance will be terminated.

In the case of an individual at least 62 years of age, the PHA may grant an extension for an additional 60 days to a total of 120 days. If, at the end of this time, the elderly individual has not provided documentation, the family's assistance will be terminated.

If the family member states they have not been issued a number, the family member will be required to sign a certification to this effect.

An applicant family may become a program participant for up to ninety (90) days, even if the family lacks the documentation necessary to verify the Social Security Number (SSN) of a family member under the age of 6 years. An extension of one (1) additional ninety (90) day period must be granted if the PHA determines that the applicant's failure to comply was due to circumstances that could not reasonably have been foreseen and were outside of the control of the applicant. If an extension is not merited, SMHA must follow the provision of 24 CFR 5.218. If a 90-day extension is merited, SMHA must either verify the SSN for the child by the end of the 90-day extension period or follow the provisions of 24 CFR5.218. (PIH Notice 2016-05; 24 CFR 5.216)

Medical Need for Larger Unit

A written certification that a larger unit is necessary must be obtained from a reliable, knowledgeable professional.

J. VERIFICATION OF WAITING LIST PREFERENCES [24 CFR 982.207]

INSTRUCTION: The PHA may elect to continue using any of the former federal preferences as local preferences. The PHA may adopt its own criteria based on local housing needs to establish qualifications for any preferences offered by the PHA. The following criteria are offered as guidelines and are based on the former criteria established by HUD for federal preferences.

Homeless Families.

> Written certification by a public or private facility providing shelter **or homeless-related programs, such as the Liberty Center of Sandusky County and the WSOS Homenet Program and other recognized homeless shelters determined on a case -by-case basis.**

Rent Burden.

Paying more than **30%** of income for rent:

Families will be required to verify their income, the amount of rent and utilities they are obligated to pay, and the period of time they have been residing in the unit.

*** Families must furnish copies of rental receipts/the lease/canceled checks/money**

orders * The PHA may **contact the landlord directly by mail or telephone**

*** The PHA compares the address with address(es) used on other documents in the file**

*** In cases where the family pays rent to a co -renter or sublets the unit, the PHA requires a certification from the person who receives the money from the applicant, and verification from the owner that the family resides in the unit**

*** If there is no rental agreement, and no other landlord verification, the PHA will require documentation for** three (3) **months**

*** If there is no lease or occupancy agreement and the family is receiving public assistance, the PHA may verify the amount of rent and address of the unit with the appropriate social service agency.**

*** If there is no lease or occupancy agreement, and the family is not receiving public assistance, the PHA will require receipts and other forms of identification which indicate the residence. Such documents include receipts, telephone bills, utility bills, driver's license, and school records.**

To verify the amount due to amortize the purchase price of a manufactured home, copies of the most recent payment receipts, canceled checks or money order receipts, or a copy of the current purchase agreement.

At the family's option, the PHA can use either the actual cost of utilities or the PHA's Section 8 Existing utility allowance schedule. To verify the amount the family actually paid for utilities not included in the rent (if the Section 8 Utility Allowance Schedule is not used):

*** Copies of receipts, canceled checks, bills showing previous utility payments**

*** Written verification of consumption costs directly from the utility or service supplier * Verification must be provided for a minimum period of** three (3) **months**

Documentation of the amount of rent due must be provided for a period of **three (3)** months. *** Veterans preference**

Written evidence that the applicant is (1) presently serving or (2) has served in the active military or naval service of the United States and who was discharged or released under conditions other than dishonorable.

Chapter 8

VOUCHER ISSUANCE AND BRIEFINGS

[24 CFR 982.301, 982.302]

INTRODUCTION

The PHA's goals and objectives are designed to assure that families selected to participate are equipped with the tools necessary to locate an acceptable housing unit. Families are provided sufficient knowledge and information regarding the program and how to achieve maximum benefit while complying with program requirements. When eligibility has been determined, the PHA will conduct a mandatory briefing to ensure that families know how the program works. The briefing will provide a broad description of owner and family responsibilities, PHA procedures, and how to lease a unit. The family will also receive a briefing packet which provides more detailed information about the program including the benefits of moving outside areas of poverty and minority concentration. This Chapter describes how briefings will be conducted, the information that will be provided to families, and the policies for how changes in the family composition will be handled.

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

When funding is available, the PHA will issue Vouchers to applicants whose eligibility has been determined. The number of Vouchers issued must ensure that the PHA stays as close as possible to 100 percent lease-up. The PHA performs a monthly calculation to determine whether applications can be processed, the number of Vouchers that can be issued, and to what extent the PHA can over-issue (issue more Vouchers than the budget allows to achieve lease up).

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

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

Initial Applicant Briefing

A full HUD-required briefing will be conducted for applicant families who are determined to be eligible for assistance. The briefings will be conducted in **group meetings.** Families who attend group briefings and still have the need for individual assistance will be referred to **the Occupancy Specialist.**

Briefings will be conducted in English. *** Briefings can also be conducted in Spanish.**

The purpose of the briefing is to explain how the program works and the documents in the Voucher holder's packet to families so that they are fully informed about the

program. This will enable them to utilize the program to their advantage, and it will prepare them to discuss it with potential owners and property managers.

The PHA will not issue a Voucher to a family unless the household representative has attended a briefing and signed the Voucher. Applicants who provide prior notice of inability to attend a briefing will automatically be scheduled for the next briefing. Applicants who fail to attend **two (2)** scheduled briefings, without prior notification and approval of the PHA, may be denied admission based on failure to supply information needed for certification. The PHA will conduct individual briefings for families with disabilities at their home, upon request by the family, if required for reasonable accommodation.

Briefing Packet [24 CFR 982.301(b)]

The documents and information provided in the briefing packet for the Voucher program will comply with all HUD requirements.

The family is provided with the following information and materials

The term of the voucher, and the PHA policy for requesting extensions or suspensions of the voucher (referred to as tolling).

A description of the method used to calculate the housing assistance payment for a family, including how the PHA determines the payment standard for a family; how the
PHA determines total tenant payment for a family and information on the payment standard and utility allowance schedule. How the PHA determines the maximum allowable rent for an assisted unit.

Where the family may lease a unit. For family that qualifies to lease a unit outside the PHA jurisdiction under portability procedures, the information must include an explanation of how portability works.

The HUD required tenancy addendum, which must be included in the lease.

The form the family must use to request approval of tenancy, and a description of the procedure for requesting approval for a tenancy.

A statement of the PHA policy on providing information about families to prospective owners.

The PHA Subsidy Standards including when and how exceptions are made **and how the voucher size relates to the unit size selected.**

The HUD brochure on how to select a unit **and/ or the HUD brochure "A Good Place to Live" on how to select a unit that complies with HQS.**

The HUD pamphlet on lead-based paint entitled *Protect Your Family From Lead in Your Home.*

Information on federal, State and local equal opportunity laws and a copy of the housing discrimination complaint form. **The PHA will also include the pamphlet "Fair Housing: It's Your Right" and other information about fair housing laws and guidelines** [and the phone numbers of the local fair housing agency and the HUD enforcement office].

A list of landlords or other parties willing to lease to assisted families or help in the search **for known units available for the voucher issued.** The list includes landlords or other parties who are willing to lease units or help families find units outside areas of poverty or minority concentration.

If the family includes a person with disabilities, notice that the PHA will provide a list of available accessible units known to the PHA.

The family obligations under the program.

The grounds on which the PHA may terminate assistance for a participant family because of family action or failure to act.

PHA informal hearing procedures including when the PHA is required to offer a participant family the opportunity for an informal hearing, and how to request the hearing.

[Note: Additional Items for Briefing Packet Based on SEMAP Requirements]

Information packet including an explanation of how portability works, including a list of neighboring housing agencies with the name, address and telephone number of a portability contact person at each for use by families who move under portability. (required for PHAs in MSAs)

A map showing areas representing various income levels of the jurisdiction and surrounding areas for the purpose of expanding housing opportunities for families. (required for PHAs in MSAs)

Information regarding the PHA's outreach program which assists families who are interested in, or experiencing difficulty in obtaining available housing units in areas outside of minority concentrated locations.

A list of properties or property management organizations that own or operate housing units outside areas of poverty or minority concentration. (required for PHAs in MSAs)

INSTRUCTION: *The PHA may also include any of the following informational tools in the briefing packet*

*** PHA's sample lease for owners who do not use a lease for their unassisted**

tenants. * An Owner's Handbook, an HQS checklist and sample contract.

*** Procedures for notifying the PHA and/or HUD of program abuses such as side payments, extra charges, violations of tenant rights, and owner failure to repair.**

*** The family's rights as a tenant and a program participant.**

*** Requirements for reporting changes between annual**

recertifications. * Information on security deposits and legal

referral services.

*** A map showing where a utility allowance for tenant-paid air conditioning would be provided.**

*** Exercising choice in residency**

*** Choosing a unit carefully and only after due consideration.**

If the family includes a person with disabilities, the PHA will ensure compliance with CFR 8.6 to ensure effective communication.

***Move Briefing**

*** A move briefing will be held for participants who will be reissued a Voucher to move,** and who have been recertified within the last 120 days**, and have given notice of intent to vacate to their landlord. This briefing includes incoming and outgoing portable families.**

*** Owner Briefing**

*** Briefings are held for owners** on an individual basis, as requested. **Prospective owners are also welcome. The purpose of the briefing is to assure successful owner participation in the program. The briefing covers the responsibilities and roles of the three parties.**

C. ENCOURAGING PARTICIPATION IN AREAS WITHOUT LOW INCOME OR MINORITY CONCENTRATION

INSTRUCTION*: SEMAP requires the PHA to adopt and implement a written policy to encourage participation by owners of units located outside areas of poverty or minority concentration. PHAs must inform voucher holders of the full range of areas where they may lease units both inside and outside the PHA's jurisdiction and supply a list of landlords or other parties who are willing to lease units or help families find units, including units outside areas of poverty or minority concentrations.*

At the briefing, families are encouraged to search for housing in non-impacted areas and the PHA will provide assistance to families who wish to do so.

Sandusky MHA has areas of poverty and minority concentration clearly delineated in order to provide families with information and encouragement in seeking housing opportunities outside highly concentrated areas.

Sandusky MHA has maps that show various areas and information about facilities and services in neighboring areas such as schools, transportation, and supportive and social services.

The assistance provided to such families includes:

* Providing families with a search record form to gather and record info.

* Direct contact with landlords.

* Counseling with the family.

* Providing information about services in various non-impacted areas.

* Formal or informal discussions with landlord groups

* Formal or informal discussions with social service agencies

* Meeting with fair housing groups or agencies

D. ASSISTANCE TO FAMILIES WHO CLAIM DISCRIMINATION

The PHA will give participants a copy of HUD form 903 to file a complaint.

E. SECURITY DEPOSIT REQUIREMENTS [24 CFR 982.3 13]

Leases Effective Prior to October 2, 1995

The amount of Security Deposit which could have been collected by owners under contracts effective prior to October 2, 1995 is:

Under the premerger Certificate Program, the owner could have collected a Security Deposit in an amount not to exceed Total Tenant Payment or $50.00, whichever is greater, for non-lease-in-place families.

For the premerger Voucher Program, the owner, at his/her discretion, could have collected a Security Deposit in an amount not to exceed (PHA policy):

*** The greater of 30% of adjusted monthly income or** $50.

Leases Effective on or after October 2, 1995

The owner is not required to but may collect a (one) security deposit from the tenant.

Security deposits charged to families may be any amount the owner wishes to charge**, subject to the following conditions:**

*** Security deposits charged by owners may not exceed those charged to unassisted tenants (nor the maximum prescribed by State or local law.)**

For lease-in-place families, responsibility for first and last month's rent is not considered a security deposit issue. In these cases, the owner should settle the issue with the tenant prior to the beginning of assistance.

F. TERM OF VOUCHER [24 CFR 982.303, 982.54(d)(11)]

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

Expirations

The Voucher is valid for a period of at least one hundred and twenty (120) calendar days from the date of issuance, including Mainstream Vouchers as required in PIH Notice 2024-30. The family must submit a Request for Approval of the Tenancy and Lease within the one hundred and twenty (120) day period unless an extension has been granted by the PHA.

If the Voucher has expired, and has not been extended by the PHA or expires after an extension, the family will be denied assistance. The family will not be entitled to a review or hearing. If the family is currently assisted, they may remain as a participant in their unit if there is an assisted lease/contract in effect.

Suspensions

INSTRUCTION: *The PHA must decide whether to suspend or toll the Voucher.*

When a Request for Approval of Tenancy is received, the PHA **will not** deduct the number of days required to process the request from the one hundred and twenty (120) day term of the voucher.

Extensions

Extensions of standard housing choice vouchers were eliminated by SMHA Board in February 2005, but may be granted in the case of a valid reasonable accommodation due a disability. In accordance with PIH Notice 2024-30, clients with Mainstream Vouchers may request an extension of ninety (90) days by submitting a written or verbal request on or before the term expiration date. The PHA will notify the family at least once prior to the initial term expiration of the term expiration date advising the process of requesting an extension and inquiring of the need for assistance in the housing search.

Assistance to Voucher Holders

Families who require additional assistance during their search may call the PHA Office to request assistance. Voucher holders will be notified at their briefing session that the PHA periodically updates the listing of available units and how the updated list may be obtained.

The PHA will assist families with negotiations with owners and provide other assistance related to the families' search for housing.

**** After the first 60 days of the search, the family is required to maintain a search record and report to the PHA every 14 days.***

G. VOUCHER ISSUANCE DETERMINATION FOR SPLIT HOUSEHOLDS

[24 CFR 982.3 15]

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

*** Which of the two new family units has custody of dependent children.**

*** Which family member was the head of household when the Voucher was initially issued (listed on the initial application).**

*** The composition of the new family units, and which unit contains elderly or disabled members.**

*** Whether domestic violence was involved in the breakup.**

*** Which family members remain in the unit.**

*** Recommendations of social service professionals.**

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

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

H. REMAINING MEMBER OF TENANT FAMILY - RETENTION OF VOUCHER

[24 CFR 982.3 15]

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

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

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

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

A reduction in family size may require a reduction in the voucher family unit size.

Chapter 9

REQUEST FOR APPROVAL OF TENANCY AND CONTRACT EXECUTION

[24 CFR 982.302]

INTRODUCTION [24 CFR 982.305(a)]

The PHA's program operations are designed to utilize available resources in a manner that is efficient and provides eligible families timely assistance based on the number of units that have been budgeted. The PHA's objectives include maximizing HUD funds by providing assistance to as many eligible families and for as many eligible units as the budget will allow.

After families are issued a voucher, they may search for a unit anywhere within the jurisdiction of the PHA, or outside of the PHA's jurisdiction if they qualify for 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 with the PHA. This Chapter defines the types of eligible housing, the PHA's policies which pertain to initial inspections, lease requirements, owner disapproval, and the processing of Requests For Approval of Tenancy (RFAT).

A. REQUEST FOR APPROVAL OF TENANCY [24 CFR 982.302, 982.305(b)]

The Request for Approval of Tenancy (RFAT) and a copy of the proposed Lease, including the HUD prescribed tenancy addendum, must be submitted by the family during the term of the voucher. The family must submit the Request for Approval of Tenancy in the form and manner required by the PHA.

The Request for Approval of Tenancy must be signed by both the owner and Voucher holder. *** The PHA** will not **permit the family to submit more than one RFAT at a time.**

The PHA will review the proposed lease and the Request for Approval of Tenancy documents to determine whether or not they are approvable. The Request will be approved if:

The unit is an eligible type of housing

The unit meets HUD's Housing Quality Standards (and any additional criteria as identified in this Administrative Plan)

The rent is reasonable

The Security Deposit is approvable in accordance with any limitations in this plan.

The proposed lease complies with HUD and PHA requirements (See "Lease Review" section below).

The owner is approvable, and there are no conflicts of interest (See "Owner Disapproval" section below). In addition to the above, at the time a family initially receives assistance (new admissions and moves), if the gross rent for the unit exceeds the applicable payment standard for the family, the family share of rent may not exceed 40 percent of the family monthly adjusted income (See "Owner Rents, Rent Reasonableness and Payment Standards" chapter of this Administrative Plan).

Disapproval of RFAT

If the PHA determines that the Request cannot be approved for any reason, the landlord and the family will be notified in writing. The PHA will instruct the owner and family of the steps that are necessary to approve the Request.

The owner will be given **seven (7)** calendar days to submit an approvable RFAT from the date of disapproval.

When, for any reason, an RFAT is not approved, the PHA will furnish another RFAT form to the family along with the notice of disapproval so that the family can continue to search for eligible housing.

B. ELIGIBLE TYPES OF HOUSING [24 CFR 982.353]

The PHA will approve any of the following types of housing in the

Voucher program: All structure types can be utilized.

Manufactured homes where the tenant leases the mobile home and the pad.

***Manufactured homes where the tenant owns the mobile home and leases the pad for** Vouchers**.**

***Units owned (but not subsidized) by the PHA (following HUD-prescribed requirements).**

Shared Living Facility

A family can own a rental unit but cannot reside in it while being assisted, except in the case when the tenant owns the mobile home and leases the pad. A family may lease in and have an interest in a cooperative housing development.

The PHA may not permit a Voucher holder to lease a unit which is receiving Project -Based Section 8 assistance or any duplicative rental subsidies.

C. LEASE REVIEW [24 CFR 982.308]

The PHA will review the lease, particularly noting the approvability of optional charges and compliance with regulations and State and local law. The tenant also must have legal capacity to enter a lease under State and local law. Responsibility

for utilities, appliances and optional services must correspond to those provided on the on the Request For Approval of Tenancy.

The family and owner must submit a standard form lease used in the locality by the owner and that is generally used for other unassisted tenants in the premises. The terms and conditions of the lease must be consistent with State and local law.

The lease must specify:

the names of the owner and tenant, and

the address of the unit rented, including apartment

number, if any, and the amount of the monthly rent to

owner, and

the utilities and appliances to be supplied by the

owner, and the utilities and appliances to be

supplied by the family.

The HUD prescribed tenancy addendum must be included in the lease word-for-word before the lease is executed.

Effective September 15, 2000, the owner's lease must include the Lead Warning Statement and disclosure information required by 24 CFR 35.92(b).

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

Actions Before Lease Term

All of the following must always be completed before the beginning of the initial term of the lease for a unit:

The PHA has inspected the unit and has determined that the unit satisfies the HQS;

The PHA has determined that the rent charged by the owner is reasonable;

The landlord and the tenant have executed the lease, including the HUD-prescribed tenancy addendum;

The PHA has approved leasing of the unit in accordance with program requirements;

When the gross rent exceeds the applicable payment standard for the family, the PHA must determine that the family share (total family contribution) will not be more than 40% of the family's monthly adjusted income.

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 agreements for services, appliances (other than range and refrigerator) and other items that are not included in the lease if the agreement is in writing and approved by the PHA.

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 the PHA. If agreements are entered into at a later date, they must be approved by the PHA and attached to the lease.

*** The PHA 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 [24 CFR 982.305(a) & (b)]

See "Housing Quality Standards and Inspections" chapter of this Administrative Plan.

F. RENT LIMITATIONS [24 CFR 982.503]

The PHA will make a determination as to the reasonableness of the proposed rent in relation to comparable units available for lease on the private unassisted market, and the rent charged by the owner for a comparable unassisted unit in the building or premises.

By accepting each monthly housing assistance payment from the PHA, the owner certifies that the rent to owner is not more than rent charged by the owner for comparable unassisted units in the premises. The owner is required to provide the PHA with information requested on rents charged by the owner on the premises or elsewhere.

At all times during the tenancy, the rent to owner may not be more than the most current reasonable rent as determined by the PHA.

G. DISAPPROVAL OF PROPOSED RENT [24 CFR 982.502]

In any of the programs, if the proposed Gross Rent is not reasonable, at the family's request, the PHA will negotiate with the owner to reduce the rent to a reasonable rent. If, in the voucher program, the rent is not affordable because the family share would be more than 40% of the family's monthly adjusted income, the PHA will negotiate with the owner to reduce the rent to an affordable rent for the family.

> At the family's request, the PHA 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, the PHA will continue processing the Request for Approval of Tenancy and Lease. If the revised rent involves a change in the provision of utilities, a new Request for Approval of Tenancy must be submitted by the owner.

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

H. INFORMATION TO OWNERS [24 CFR 982.307(b), 982.54(d)(7)]

In accordance with HUD requirements, the PHA will furnish prospective owners with the family's current address as shown in the PHA's records and, if known to the PHA, the name and address of the landlord at the family's current and prior address.

*** The PHA will make an exception to this requirement if the family's whereabouts must be protected due to domestic abuse or witness protection.**

The PHA will inform owners that it is the responsibility of the landlord to determine the suitability of prospective tenants. Owners will be encouraged to screen applicants for rent payment history, payment of utility bills, eviction history, respecting the rights of other residents, damage to units, drug-related criminal activity or other criminal activity that is a threat to the health, safety or property of others, and compliance with other essential conditions of tenancy.

A statement of the PHA's policy on release of information to prospective landlords will be included in the briefing packet which is provided to the family.

*** The PHA** will **provide documented information regarding tenancy history for the past** five (5) **years to prospective landlords** upon written request from the landlord.

*** The PHA will furnish prospective owners with information about the family's rental history, or any history of drug trafficking.**

*** The PHA will provide the following information, based on documentation in its possession:**

Contracts will only be started on the first of the month. They will not be pro-rated for partial months.

*** Eviction history**

*** Damage to rental units**

*** Other aspects of tenancy history,** ***specifically known criminal activity or police records or tenant-caused neighborhood disturbances.***

*** Drug Trafficking by family members**

The information will be provided for the last

five (5) years. The information will be

provided **orally**.

Only the **Executive Director or Occupancy Specialist or employee authorized by either of these** may provide this information. The PHA's policy on providing information to owners is included in the briefing packet and will apply uniformly to all families and owners.

I. OWNER DISAPPROVAL [24 CFR 982.306]

See Chapter on "Owner Disapproval and Restriction."

J. CHANGE IN TOTAL TENANT PAYMENT (TTP) 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. If the family does not report any change, the PHA need not obtain new verifications before signing the HAP Contract, even if verifications are more than 60 days old.

K. CONTRACT EXECUTION PROCESS [24 CFR 982.305(c)]

The PHA prepares the Housing Assistance Contract and lease for execution. The family and the owner will execute the Lease agreement, and the owner and the PHA will execute the HAP Contract. Copies of the documents will be furnished to the parties who signed the respective documents. The PHA will retain a copy of all signed documents..

The PHA makes every effort to execute the HAP Contract before the commencement of the lease term. The HAP Contract may not be executed more

than 60 days after commencement of the lease term and no payments will be made until the contract is executed.
The following PHA representative(s) is/are authorized to execute a contract on behalf of the PHA: **Executive Director, Occupancy Specialist or employee authorized by either of these persons.**

**** Owners must provide the current address of their residence (not a Post Office box). If families lease properties owned by relatives, the owner's current address will be compared to*** **the subsidized unit's address.**

Owners must provide an Employer Identification Number or Social Security Number

*** Owners must also submit proof of ownership of the property, such as a Grant Deed or Tax Bill, and a copy of the Management Agreement if the property is managed by a management agent.**

*** The owner must provide a home telephone number and business number if applicable.**

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

L. CHANGE IN OWNERSHIP

See "Owner Disapproval and Restriction" chapter.

Chapter 10

HOUSING QUALITY STANDARDS AND INSPECTIONS

[24 CFR 982.401]

INTRODUCTION

Housing Quality Standards (HQS) are the HUD minimum quality standards for tenant -based programs. HQS standards are required both at initial occupancy and during the term of the lease. HQS standards apply to the building and premises, as well as the unit. Newly leased units must pass the HQS inspection before the beginning date of the assisted lease and HAP contract.

The PHA will inspect each unit under contract at least biennially (periodic inspection required within each two (2) year period of completion), and at other times as needed to determine if the units meet HQS. SMHA maintains the discretion to inspect more frequently than required. SMHA also maintains the discretion to implement the future use of alternative inspection methods in accordance with HUD requirements and with HUD approval. (PIH Notice 2016-15; 24 CFR 982.405, 983.103). The PHA will also have an inspection supervisor perform quality control inspections on the number of files required for file sampling by SEMAP annually to maintain the PHA's required standards and to assure consistency in the PHA's program. This Chapter describes the PHA's procedures for performing HQS and other types of inspections, and PHA standards for the timeliness of repairs. It also explains the responsibilities of the owner and family, and the consequences of non -compliance with HQS requirements for both families and owners. The use of the term "HQS" in this Administrative Plan refers to the combination of both HUD and PHA requirements. (See the additions to HQS listed under "Acceptability Criteria and Exceptions to HQS" later in this chapter.)

A. GUIDELINES/TYPES OF INSPECTIONS [24 CFR 982.401(a), 982.405]

Efforts will be made at all times to encourage owners to provide housing above HQS minimum standards. The PHA will not promote any additional acceptability criteria which are likely to adversely affect the health or safety of participant families, or severely restrict housing choice.

*** All utilities must be in service prior to the** inspection**. If the utilities are not in service at the time of inspection, the Inspector will notify the tenant or owner (whomever is responsible for the utilities according to the RFAT) to have the utilities turned on.** A reinspection will be scheduled.

*** If the tenant is responsible for supplying the stove and/or the refrigerator, the PHA will allow the stove and refrigerator to be placed in the unit after the unit has passed all other HQS.** The family must then certify that the appliances are in the unit and working**. The PHA** will not **conduct a reinspection.**

There are five types of inspections the PHA will perform:

1. Initial/Move-in: Conducted upon receipt of Request for Approval of Tenancy.
2. Annual: Must be conducted within twenty-four months of the last annual inspection.
3. Move-Out/Vacate (for pre 10/2/95 contracts where there could be damage claims)
4. Special/Complaint: At request of owner, family or an agency or third-party.
5. Quality Control

B. INITIAL HQS INSPECTION [24 CFR 982.401(a), 982.305(b)(2)]

Timely Initial HQS Inspection

INSTRUCTION: *Select if the PHA has up to 1250 budgeted units in its tenant -based program.*

The PHA will inspect the unit, determine whether the unit satisfies the HQS and notify the family and owner of the determination within **ten (10)** days after the family and the owner have submitted a request for approval of tenancy.

The same **ten (10)** day clock will be suspended during any period when the unit is not available for inspection.

The PHA will include "date unit available for inspection" on the RFAT form. This date will determine whether the PHA will be required to meet the same **ten (10)** day requirement or whether the PHA will suspend the same **ten (10)** day period because the unit is not available for inspection until after the same **ten (10)** day period.

The Initial Inspection will be conducted to:

Determine if the unit and property meet the HQS defined in this Plan.

Document the current condition of the unit as 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 Housing Quality Standards inspection, the **family and** owner will be advised to notify the PHA 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 **two (2)** reinspections for repair work to be completed.

If the time period given by the Inspector to correct the repairs has elapsed, or the maximum number of failed reinspections has occurred, the family must select another unit.

C. ANNUAL HQS INSPECTIONS [24 CFR 982.405(a)]

The PHA conducts an inspection in accordance with Housing Quality Standards at least annually, **120**days prior to the last annual inspection, so that the inspections are conducted at least annually, as required by SEMAP. Special inspections may be scheduled between anniversary dates.

HQS deficiencies which cause a unit to fail must be corrected by the landlord unless it is a fail for which the tenant is responsible.

The family must allow the PHA to inspect the unit at reasonable times with reasonable notice. [24 CFR 982.55 1 (d)]

***Inspections will be conducted on business days only.**

***Reasonable hours to conduct an inspection are between 9:00 a.m. and 4:00 p.m.**

*** The PHA will notify the family in writing or by phone at least** one (1) **day** (and up to seven [7] days) **prior to the inspection.**

Inspection: The family **and owner are** notified of the date and time of the inspection appointment by mail **or phone**. If the family is unable to be present, they must reschedule the appointment so that the inspection is completed within **seven (7)** days.

***If the family does not contact the PHA to reschedule the inspection, or if the family misses** two (2) **inspection appointments, the PHA will consider the family to have violated a Family Obligation and their assistance will be terminated in accordance with the termination procedures in the Plan.**

*** <u>Reinspection:</u> The family and owner are provided a notice of the inspection appointment by mail** or phone**. If the family is not at home for the reinspection appointment, a card will be left at the unit and another appointment** will be **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.***

*** The family is also notified that it is a Family Obligation to allow the PHA to inspect the unit. If the family was responsible for a breach of HQS identified in the "Denial or Termination of Assistance" chapter of this Administrative Plan, they will be advised of their responsibility to correct.**

Time Standards for Repairs

Emergency items which endanger the family's health or safety must be corrected by the owner within 24 hours of notification. (See Emergency Repair Items section.)

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

For major repairs, the **Occupancy Specialist** may approve an extension beyond 30 days.

Rent Increases

Rent to owner increases may not be approved if the unit is in a failed condition.

D. MOVE OUT/VACATE

***A move out inspection will be performed only at the landlord's request if claim is to be submitted for contracts effective before 10/2/95.**

E. SPECIAL/COMPLAINT INSPECTIONS [24 CFR 982.405(c)]

If at any time the family or owner notifies the PHA that the unit does not meet Housing Quality Standards, the PHA will conduct an inspection.

***The PHA may also conduct a special inspection based on information from third parties such as neighbors or public officials.**

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

***If the annual inspection date is within 120 days of a special inspection, and as long as all items are inspected that are included in an annual inspection, the special inspection will be categorized as annual and all annual procedures will be followed.**

F. QUALITY CONTROL INSPECTIONS [24 CFR 982.405(b)]

Quality Control inspections will be performed by the **Occupancy Specialist or his/her designee** on the number of files required by SEMAP. The purpose of Quality Control inspections is to ascertain that each inspector is conducting accurate and complete inspections, and to ensure that there is consistency among inspectors in application of the HQS.
The sampling of files will include recently completed inspections (within the prior 3 months), a cross-section of neighborhoods, and a cross-section of inspectors.

G. ACCEPTABILITY CRITERIA AND EXCEPTIONS TO HQS [24 CFR 982.40 1(a)]

The PHA adheres to the acceptability criteria in the program regulations.

Modifications

*** Modifications or adaptations to a unit due to a disability must meet all applicable HQS requirements.**

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

H. EMERGENCY REPAIR ITEMS [24 CFR 982.404(a)]

The following items are considered of an emergency nature and must be corrected by the owner or tenant (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**
- **No heat when outside temperature is below** 50 **degrees Fahrenheit and temperature inside unit is below** 55 **degrees Fahrenheit.**
- **Utilities not in service**
- **No running hot water**
- **Broken glass where someone could be injured**
- **Obstacle which prevents tenant's entrance or exit**
- **Lack of functioning toilet**

*** The PHA may give a short extension (not more than** 24 **additional hours) whenever the responsible party cannot be notified or it is impossible to affect the repair within the 24-hour period.**

*** In those 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, proper authorities will be notified by the PHA.**

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

Smoke Detectors

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

*** If the smoke detector is not operating properly the PHA will contact the owner by phone and request the owner to repair the smoke detector within 24 hours. The PHA will reinspect the unit the following day.**

*** If the PHA determines that the family has purposely disconnected the smoke detector (by removing batteries or other means) , the family will be required to repair the smoke detector within 24 hours and the PHA will reinspect the unit the following day.**

*** The PHA will issue a written warning to any family determined to have purposely disconnected the unit's smoke detector. Warning will state that deliberate disconnection of the unit's smoke detector is a health and fire hazard and is considered a violation of the HQS.**

I. CONSEQUENCES IF OWNER IS RESPONSIBLE (NON-EMERGENCY ITEMS)

[24 CFR 982.405, 982.453]

When it has been determined that a unit on the program fails to meet Housing Quality Standards, and the owner is responsible for completing the necessary repair(s) in the time period specified by the PHA, the assistance payment to the owner will be **abated or reduced**.

Abatement

A Notice of Abatement will be sent to the owner, and the abatement will be effective from the day after the date of the failed inspection. The notice is generally for **seven (7)** days, depending on the nature of the repair(s) needed.

The PHA will inspect abated units within **three (3)** days of the owner's notification that the work has been completed.

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

*** The PHA will advise owners of their responsibility to notify the tenant of when the reinspection will take place, *OR***

*** The family will be notified of the reinspection date and requested to inform the owner.**

No retroactive payments will be made to the owner for the period of time the rent was abated and the unit did not comply with HQS. *** The notice of abatement states that the tenant is not responsible for the PHA's portion of rent that is abated.**

*** Reduction of Payments**

*** The PHA will** grant an extension **in lieu of abatement in the following cases:**

- **The owner has a good history of HQS compliance.**

- **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.**

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 **will** be rescinded by the PHA if the tenant chooses to remain in the unit**. Only one** Housing Quality Standards inspection will be conducted after the termination notice is issued.

HQS Re-Inspection Fee (PIH Notice 2016-05; 24 CFR 982.44050

SMHA reserves the option to enforce a reasonable fee of $15 to owners for a re-inspection when:

1. The owner notifies SMHA that a deficiency cited in the previous inspection has been repaired and a re-inspection reveals that it has not; and/or,

2. The allotted time for repairs has elapsed and a re-inspection reveals that any deficiency cited in the previous inspection that the owner is responsible for repairing has not been corrected.

SMHA will not apply this fee to an owner for: deficiencies caused by the participant family; initial inspections; regularly scheduled inspections; an instance in which an inspector was unable to gain access to a unit; or for new deficiencies identified during a re-inspection.

Owners may not pass such assessed fees on to a participant family.

J. DETERMINATION OF RESPONSIBILITY [24 CFR 982.404, 982.54(d)(14)]

Certain HQS deficiencies are considered the responsibility of the family:

Tenant-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 not be charged against the tenant'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 serious or repeated violation of the lease. The PHA may terminate the family's assistance on that basis.

K. CONSEQUENCES IF FAMILY IS RESPONSIBLE [24 CFR 982.404(b)]

If emergency or non-emergency violations of HQS are determined to be the responsibility of the family, the PHA will require the family make any repair(s) or corrections within **30** of days. If the repair(s) or correction(s) are not made in this time period, the PHA will terminate assistance to the family, after providing an opportunity for an informal hearing. Extensions in these cases must be approved by **the Occupancy Specialist.** The owner's rent will not be abated for items which are the family's responsibility.

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

Chapter 11

OWNER RENTS, RENT REASONABLENESS, AND PAYMENT STANDARDS

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

INTRODUCTION

The policies in this chapter reflect the amendments to the HUD regulations, which were implemented by the Quality Housing and Work Responsibility Act of 1998 for the Section 8 Tenant-Based Assistance Program. These amendments became effective on October 1, 1999, which is referred to as the "merger date". These amendments complete the merging of the Section 8 Certificate and Voucher Programs into one program, called the Housing Choice Voucher Program.

In accordance with the regulations, effective 10/1/99, for those Section 8 participant families where there is a HAP contract in effect entered into prior to October 1, 1999, the PHA will:

> Continue to uphold the rent calculation methods of the pre-merger certificate (regular) tenancies until the 2nd regular reexamination of family income and composition following the "merger date."
>
> Utilize the Housing Choice Voucher rent calculation methods described at 24 CFR 982.502 and 982.505 for pre-merger voucher tenancies.

However, all new leases, moves and new admissions taking effect on or after October 1, 1999, will be subject to the regulations of the new Housing Choice Voucher Program.

The PHA will determine rent reasonableness in accordance with 24 CFR 982.507(a).It is the PHA's responsibility to ensure that the rents charged by owners are reasonable based upon unassisted comparables in the rental market, using the criteria specified in 24 CFR 982.507(b).

This Chapter explains the PHA's procedures for determination of rent-reasonableness, payments to owners, adjustments to the Payment Standards, and rent adjustments.

A. RENT TO OWNER IN THE HOUSING CHOICE VOUCHER PROGRAM

The Rent to Owner is limited only by rent reasonableness. The PHA must demonstrate that the Rent to Owner is reasonable in comparison to rent for other comparable unassisted units.

The only other limitation on rent to owner 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, if the gross rent for the unit exceeds the applicable payment standard for the family, 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 to owner.

B. MAKING PAYMENTS TO OWNERS [24 CFR 982.45 1]

Once the HAP Contract is executed, the PHA begins processing payments to the landlord. A HAP Register will be used as a basis for monitoring the accuracy and timeliness of payments. Changes are made to the HAP Register for the following month. Checks are disbursed by to the owner each month. Checks **may not** be picked up by owner at the PHA.*** Checks will only be disbursed on the** second business day **of the month**.

Checks that are not received will not be replaced until a request has been made by **the payee and a stop payment has been put on the check.**

Excess Payments

The total of rent paid by the tenant plus the PHA housing assistance payment to the owner may not be more than the rent to owner. The owner must immediately return any excess payment to the PHA.

Owners who do not return excess payments will be subject to penalties as outlined in the "Owner or Family Debts to the PHA" chapter of this Administrative Plan.

Late Payments to Owners

*** It is a local business practice in** Sandusky County **for property managers and owners to charge tenants a reasonable late fee for rents not received by the owner or property manager by the due date, notwithstanding any grace period which is typically** 5 **days past the first of the month.**

*** Therefore, in keeping with generally accepted practices in the local housing market, the PHA must make housing assistance payments to the owner promptly and in accordance with the HAP contract.**

Proof of "Mailed to" date will be the:

Postmark date

Proof of "Received by Owner" will be:

*3 **calendar days after date of mailing by PHA**

*** To assist the PHA in its outreach efforts to owners, and to provide better customer service, the PHA will offer to make automatic monthly HAP deposits into the bank account of the owner.**

The PHA will not be obligated to pay any late payment penalty if HUT) determines that late payment is due to factors beyond the PHA's control, such as a delay in the receipt of program funds from HUT). The PHA will use administrative fee income or the administrative fee reserve as its only source for late payment penalty.

The PHA will not use any program funds for the payment of late fee penalties to the owner.

C. RENT REASONABLENESS DETERMINATIONS [24 CFR 982.507]

The PHA will determine and document on a case-by-case basis that the approved rent is reasonable in comparison to rent for other comparable unassisted units in the market. This applies to all programs.

The PHA will not approve a lease until the PHA determines that the initial rent to owner is a reasonable rent. The PHA must re-determine the reasonable rent before any increase in the rent to owner, and if there is a five percent decrease in the published FMR in effect 60 days before the contract anniversary (for the unit size rented by the family) as compared with the FMR in effect one year before the contract anniversary.

The PHA must redetermine rent reasonableness if directed by HUD) and based on a need identified by the PHA's auditing system. The PHA may elect to redetermine rent reasonableness at any other time. At all times during the assisted tenancy, the rent to owner may not exceed the reasonable rent as most recently determined or redetermined by the PHA

The owner will be advised that by accepting each monthly housing assistance payment s/he will be certifying that the rent to owner is not more than rent charged by the owner for comparable unassisted units in the premises.

If requested, the owner must give the PHA information on rents charged by the owner for other units in the premises or elsewhere. ***The PHA will only request information on the owner's units elsewhere if the PHA has cause to demonstrate that the owner has a tendency to charge higher rents to program participants or if needed for rent reasonableness comparables.**

Data may also be gathered from **newspapers, realtors, professional associations, inquiries of owners, market surveys, and other available sources**. (Rev. 11/2002)

The market areas for rent reasonableness are **neighborhoods** within the PHA's jurisdiction. Subject units within a defined housing market area will be compared to similar units within the same area.

The following items will be used for rent reasonableness documentation:

- Size (number of Bedrooms/square footage)
- Location
- Quality
- Amenities (bathrooms, dishwasher, air conditioning, etc.)
- Housing Services
- Age of unit
- Unit Type Maintenance
- Utilities

I. Statement of Compliance with Reasonable Rent Regulations

Background

The EZ-Reasonable Rent Determination (EZ-RRD) system is utilized to assist staff to conduct reasonable rent analysis for units to be assisted. The EZ-RRD system was designed to correct long-

standing misconceptions and problems about reasonable rent analysis. For example, other systems allow the Agency Analyst to select the comparable units, allowing for possible favoritism, subjectivity and Fair Housing Issues. EZ-RRD automatically selects the best comparable units in the database using consistent and objective methods. Thus, the Agency and U. S. Department of Housing and Urban Development (HUD) are protected from fraud, waste, and mismanagement.

In another example, some systems look for comparable units based only on the same or similar rents. They do not account for differences in the characteristics between the assisted and comparable units. The EZ-RRD system uses the standard deviation method to enable proper comparisons of the unit to be assisted and comparable units with different characteristics, assuring the Agency that an "apples-to-apples" comparison is made.

Agency should always ensure the EZ-RRD database has an adequate number of current comparable units in all communities in which the Participants live as well as communities that may provide Expanded Housing Opportunities. Expanded Housing Opportunities is a HUD term that indicates a geographic area that may offer better housing quality, good public transportation, good schools, close proximity to jobs and services, etc.

This Policy represents a reasonable method per the Section 8 Housing Choice Voucher and SEMAP regulations, as well as the HUD Housing Choice Voucher Program Guidebook. It also represents a common-sense approach according to the HUD SEMAP Confirmatory Review and Reasonable Rent Quality Assurance protocols.

Timing

A unit will not be approved until it is determined that the requested rent by the owner/agent is a reasonable rent. The Agency will also determine the reasonable rent before approving any increase in the rent or if there is a five percent (5%) decrease in the published FMR sixty (60) days before the contract anniversary as compared with the FMR in effect one year before the contract anniversary, or if directed by HUD. The agency may elect to re-determine reasonable rent at any other time.

Compliance with 24 CFR Section 982.507 Rent to Owner: Reasonable Rent and 24 CFR Section 985.3 (b) Reasonable Rent.

The regulations do not require a specific method to be utilized. The only requirements for comparability at 24 CFR 982.507 (b) is for the Agency to utilize unassisted units as comparable units and to consider all nine characteristics for each determination. Therefore, the reasonable rent system uses only unassisted units for comparable units. It also considers the following characteristics for each determination.

- Location
- Quality
- Size (by # of bedrooms, overall size and # of bathrooms)
- Unit type
- Age of the contract unit
- Amenities

- Housing services
- Maintenance
- Utilities to be provided by the owner

The only requirements for reasonable rent at 24 CFR 985.3 (b) is for the Agency to have and implement a reasonable written method that uses all nine of the above characteristics. This Policy describes the reasonable method herein.

The EZ-Reasonable Rent Determination (EZ-RRD) Report documents implementation of this Policy. This Policy includes an example of this Report.

II. Step-by Step Explanation of Procedures

This section first explains the preparation needed to perform reasonable rent determinations; then it provides the steps to implement the reasonable rent determinations.

Preparation: Use of Location

The first step in preparation concerns the location characteristic. Location has the greatest impact on rent. Therefore, this system gives the greatest weight to location.

To define location, the EZ-RRD Analysts divide the Agency's jurisdiction into three rental market value areas. Each unit to be assisted and each comparable unit is assigned to be in either a high, medium, or low rental market value location. Section III of this Policy provides an explanation of how these rental market values are determined.

Preparation: Assigning Maximum Value Points to HUD Required Characteristics

EZ-RRD assigns maximum value points to each HUD required characteristic. These value points represent the economic value for each characteristic. Section III of this Policy provides an explanation of how the value points are determined.

Value Point Levels Applied to Each Characteristic

Each characteristic is assigned a value point level. Characteristics with higher levels have more impact on the actual rent. Level V has the highest number of potential value points. Level I have the lowest number of potential points.

Each level has a value point range. The actual number of value points assigned to a characteristic is determined by the description of each characteristic in a particular unit. For example, for the quality characteristic, a unit with high quality will receive more value points than a unit with fair quality. The table below provides value levels and point ranges.

Characteristic	Value Point Level	Value Point Range
Location	V	15-23
HQS Quality	IV	10-18
Utilities Provided by Owner	IV	0-18
Building Structure (Unit Type)	IV	10-18
Overall Unit Size	III	8-13
Number of Bedrooms	II	4-9
Number of Bathrooms	II	4-9
Age	II	4-9
Amenities	II	0-9
Maintenance	I	1-5
Housing Services	I	0-5

Implementation

Below are step-by-step procedures for performing each reasonable rent determination. These procedures include data entry into the web-based EZ-RRD system and analysis performed by the system.

1. After the Agency Analyst enters the address for the Unit to be Assisted, EZ-RRD provides the Agency Analyst with the option to select the best comparable units by filtering.

If the Agency does not filter, EZ-RRD will select the best comparable units from the database for the Agency's entire jurisdiction. If the Agency does not find it necessary to filter, the Agency Analyst skips this option.

However, some agencies may have large jurisdictions that are comprised of smaller geographic areas that have significantly different rental market values. These agencies may wish to filter to select the best comparable units only from within a specific smaller geographical area.

If filtering is utilized, a two-step process is required. First, the Agency Analyst selects the Filter Type from a drop-down menu. The Filter Type may be city, state, zip code, census tract, real estate code, neighborhood, custom 1 and custom 2. After selecting the filter type, the Agency Analyst mouse-clicks in the Filter To field. EZ-RRD displays all the filtering options within the selected type. The Agency Analyst then selects the desired option. For example, some agencies may be comprised of several cities with significant rental market value differences. When the Agency Analyst selects filtering by city, all cities with comparable units will be displayed. The Agency Analyst then selects the desired city.

2. The Agency Analyst enters an accurate description of the unit to be assisted for each required characteristic. The Agency is responsible for accurate data input for each characteristic for the unit to be assisted. The Agency is responsible to confirm the accuracy of the data provided by the Landlord for the required characteristics. To ensure that accurate descriptions are entered the definitions for each description are provided on the system under "Help Me Decide" for each characteristic. In addition, these definitions are provided on a laminated guide called EZ-RRD Rent

Reasonableness Determination Steps. It is provided in the detailed Reasonable Rent User's Manual that is provided separate from this Policy.

3. Based on the descriptions entered into the EZ-RRD system, it assigns the appropriate values to each characteristic for the unit to be assisted.

4. EZ-RRD system totals the values of each characteristic for the unit to be assisted to obtain the unit's Total Value Points.

5. EZ-RRD system analyzes the Total Value Points and descriptions of all characteristics for both the unit to be assisted and the comparable unit database. It locates units with exact points and characteristics to use as comparable units.

6. If there is no exact match, EZ-RRD system will next select comparables based on the database search priorities listed on the following chart.

Priority #	Action
I	Exact match on all 9 required characteristics and total value points
II	Exact match to structure type, location, # of bedrooms, and same or similar total value points for all required characteristics
III	Exact match to location, # of bedrooms, and same or similar total value points for all required characteristics

Through the above database search process, the three comparable units most similar to the unit to be assisted are selected.

7. EZ-RRD system then populates the Reasonable Rent Determination Report (hereafter called Report) with the characteristic descriptions and total value points for the unit to be assisted and each of the three comparables. See sample Report below.

8. The EZ-RRD System analyzes the data for the Average Rents of Comparables, Average Value of Comparables, Unit to be Assisted Rent and Unit to be Assisted Value factors. Based on this analysis, EZ-RRD calculates the estimated reasonable market rent for the unit to be assisted. On the EZ-Reasonable Rent Determination Report, this figure is called the Recommended Reasonable Rent.

9. On the top of the Report, EZ-RRD displays the following analysis data:

   a. Average Rents of Comparables

   b. Average Value of Comparables

   c. Unit to be Assisted Rent

   d. Unit to be Assisted Value

   e. Recommended Reasonable Rent

10. The Agency Analyst reviews the five factors listed in the analysis data mentioned above. Based on this review, the Agency Analyst makes the final decision concerning reasonable rent. The Agency Analyst compares the Recommended Reasonable Rent figure with the Unit to be Assisted

rent figure. Generally, if the Recommended Reasonable Rent figure is equal to or higher than the Unit to be Assisted rent, the Agency Analyst may determine the requested rent to be reasonable. The Agency Analyst may then select "Yes" on the Report, print it, and secure it in the tenant file. EZ-RRD will automatically fill in the Analyst's name and date of the determination.

Generally, if the Recommended Reasonable Rent figure is less than the Unit to Be Assisted rent, the Agency Analyst may determine the rent is not reasonable. The Agency Analyst may then select "No" on the Report, print it, and secure it in the tenant file. EZ-RRD will automatically fill in the Analyst's name and date of the determination.

If a Request for a Reasonable Accommodation is made, see Section IV – Compliance with Fair Housing Regulations in this Policy.

Sample Reasonable Rent Determination Report

A sample Reasonable Rent Determination Report is provided below. The Value Point level and the actual value assigned to each characteristic in this sample are also provided.

As needed an optional Reasonable Rent Determination Standard Deviation Adjusted Report showing standard deviation comparisons may be used. This optional report illustrates the results of standard deviation calculations for the characteristics of unit size, unit type, quality, and age if needed.

For illustration purposes only Red lettering does not appear on system-generated reports. Used here to illustrate values assigned.

EZ-Reasonable Rent Determination Report

Analysis Data:

Average Rent of Comparables:	$1,289.67
Average Value of Comparables:	47
Unit To Be Assisted Rent:	$900.00
Unit To Be Assisted Value:	47
Recommended Reasonable Rent:	**$1,289.67**
The analysis of the above data shows the requested rent for the unit to be assisted to be reasonable?	Yes
If YES above, the Requested Rent is reasonable.	
Staff Person Name	11/16/2015 **Date**

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(817) 922-9000
www.nelrod.com

Unit To Be Assisted	Comp 1	Comp 2	Comp 3
Address 123 Test Avenue Any City, TX *****	**Address** 4232 Crumley Way Anytown, TX 95843	**Address** 9361 Amethyst Way Anytown, TX 95624	**Address** 918 Terrace Lane Anytown, TX 95632
User Defined	**Census Tract** 74.06	**Census Tract** 93.08	**Census Tract** 95.03
Location ** Low Rent Area Level V-15	**Location **** Low Rent Area Level V-15	**Location **** Low Rent Area Level V-15	**Location **** Low Rent Area Level V-15
Unit Size ** Medium Level III-8	**Unit Size **** Medium Level III-8	**Unit Size **** Medium Level III-8	**Unit Size **** Medium Level III-8
Unit Type ** Single Family Level IV-15	**Unit Type **** Single Family Level IV-18	**Unit Type **** Single Family Level IV-15	**Unit Type **** Single Family Level IV-16
Quality ** Fair Level IV-14	**Quality **** Good Level IV-14	**Quality **** Good Level IV-12	**Quality **** Good Level IV-14
Age ** 21-50 Years Level II-6	**Age **** 6-20 Years Level II-6	**Age **** 50+ Years Level II-6	**Age **** 6-20 Years Level II-4
Amenities ** Cable/internet ready, Covered and/or Off-street Parking, Hardwood Floors, Range, Refrigerator, Washer/Dryer Hookups Level II - 0	**Amenities **** Cable/internet ready, Carpeting, Central A/C Unit, Covered and/or Off-street Parking, Dishwasher, Washer/Dryer Hookups, Other: Garage Level II-4	**Amenities **** Cable/internet ready, Ceiling Fan, Central A/C Unit, Covered and/or Off-street Parking, Dishwasher, Garbage Disposal, Laundry Facilities, Range, Washer/Dryer Hookups, Working Fireplace, Other: Garage Level II-3	**Amenities **** Cable/internet ready, Carpeting, Central A/C Unit, Covered and/or Off-street Parking, Dishwasher, Range, Washer/Dryer Hookups, Other: Garage Level II-3
Housing Services ** No Services Level I-5	**Housing Services **** No Services Level I-0	**Housing Services **** No Services Level I-0	**Housing Services **** No Services Level I-0
Maintenance ** Level I-5 Owner Provides Offsite Maintenance	**Maintenance **** Level I-2 Owner Provides Offsite Maintenance	**Maintenance **** Level I-2 Owner Provides Offsite Maintenance	**Maintenance **** Level I-2 Owner Provides Offsite Maintenance
Paid Utilities ** Level IV-0 Sewer, Trash Collection, Water	**Paid Utilities **** Level IV-0 None	**Paid Utilities **** Level IV-6 None	**Paid Utilities **** Level IV-6 None
Bedrooms Level II-6 3 Bedrooms	**Bedrooms** Level II-6 3 Bedrooms	**Bedrooms** Level II-6 3 Bedrooms	**Bedrooms** Level II-6 3 Bedrooms
Bathrooms ** Level II-4 1 Bathroom	**Bathrooms **** Level II-4 2 Bathrooms	**Bathrooms **** Level II-5 2 Bathrooms	**Bathrooms **** Level II-4 2 Bathrooms
Requested Rent $900.00	**COL Rent** $1,327.00	**COL Rent** $1,268.00	**COL Rent** $1,274.00
Value 47	**Value** 47	**Value** 47	**Value** 47
Date of Data 11/16/2015	**Date of Data** 10/01/2015	**Date of Data** 10/01/2015	**Date of Data** 08/01/2015

Although the EZ-Reasonable Rent Determination system is an aid to provide data and analysis, the Agency is solely responsible for the reasonable rent determination herein.

*** Required in accordance with 24CFR§985.3(b)(3)(A)*

III. Explanation of Types of Analysis used in the Procedures

The EZ-RRD system uses three basic methods of analysis. They are determining high, medium, and low Rental Market Value Areas, Assigning Value Points to Characteristics, and Standard Deviation calculation.

Determining High, Medium, and Low Rental Market Value Areas

High, medium, and low rental areas, or submarkets within the Agency's jurisdiction, are determined through a process called Value of the Unit's Location. EZ-RRD Analysts perform extensive economic research. This research identifies the value of rental property in all areas of the Agency's jurisdiction. This research entails examining many factors that affect property values and rental values within each submarket. These factors include but are not limited to census tract income levels, percent of population above or below poverty, median family income, renter occupied units, owner occupied units, percent of vacant units, median house age, crime statistics, public transportation, population impaction, community parks and other amenities, hospitals, airports, recreational facilities, waterfront access, recent real estate developments, etc.

These factors are used to evaluate the comparable unit or the unit to be assisted as well as the immediate three to four block area surrounding each comparable unit and unit to be assisted to assign a high, medium, or low rental market value rating to each comparable unit and each unit to be assisted.

The high rental market value area consists of luxury communities in the most favorable locations. These communities are usually newer construction and may have additional community/association amenities such as recreational facilities or be on a waterfront. Individual properties may include state-of-the-art systems, modern appliances, and/or superior quality finishes.

A medium rental market value area is considered an average neighborhood or intermediate community. These areas are slightly less favorable than the luxury areas. These communities may include newer, larger homes and may include quality finishes. These areas may have additional amenities such as a fitness center, swimming pool, and recreational courts. Properties would contain adequate systems and appliances.

The lower rental market value area is a below average neighborhood, ranging from minimal to depleted or impoverished areas. Minimal communities often include older, smaller homes in good condition (that would be considered starter homes if being purchased). They may also include buildings in poor condition that have been abandoned or vandalized. These neighborhoods may have community parks and swimming pools.

Assigning Value Points to Characteristics

The value for each characteristic is based upon the economic research for the Agency's jurisdiction described above. In addition, it is based on several years of rental market research using an enormous, national, unassisted rental market unit sampling. Each HUD required characteristic was individually analyzed to represent its contribution accurately to the unit's total rental value. The specific values used are proprietary and cannot be disclosed.

For example, the Agency gives the highest weight to location. Higher weights are also given to utilities paid for by the landlord, quality, and unit type. The lowest values are given to maintenance and services.

The value points for each characteristic are added for each unit to become the Total Value Point rating. This rating represents the unit's actual rental value. The Total Value Points for the unit to be assisted are compared with the Average Total Value Points for the three comparable units during the reasonable rent determination process. This process is illustrated on the sample Reasonable Rent Report provided above.

This methodology is also supported by the Housing Choice Voucher Program HUD Guidebook. This Guidebook refers to the Point and Dollars per Feature System.

Standard Deviation Calculations

The EZ-RRD system uses the standard deviation procedure to compare differing characteristics between the unit to be assisted and the comparable units. Standard Deviation uses the value points assigned to each characteristic to calculate the appropriate rent for units having different characteristics. The following examples illustrate how the EZ- RRD system applies the standard deviation calculation.

1. The high-quality characteristic has a value of 16 points. The fair quality characteristic has a value of 13 points, a 19% difference (16 - 13 = 3 point difference; 3 points ÷ 16 points = 19%). If the other characteristics are the same and if the high-quality unit rents for $1,000, the fair quality unit should rent at $810.00 or 19% less.

2. The single-family structure type characteristic has a value of 18 points. The garden/walkup structure type characteristic receives 15 points or 17% less. If the other characteristics are the same, and the single-family unit rents for $1,200.00, the garden/walkup unit should rent for $996.00, or 17% less.

The above calculation is made for each characteristic with different descriptions during each reasonable rent determination. The results of these standard deviation calculations are presented in the Total Value Points. For example, using the sample Reasonable Rent Determination above, the following Total Value Points and rents were listed:

Average Total Value Points of Comparables:	78
Average Rents of Comparables:	$738.00
Total Value Points of Assisted Unit:	78
Requested Rent of Assisted Unit	$925.00

After applying the standard deviation calculations, this system determined that the average comparable units and the unit to be assisted had the same total value. As the requested rent for the

unit to be assisted unit is higher than the average of the comparable units, the requested rent is not reasonable.

This method is described in the HUD HCVP Guidebook, pages 9 to 10. It states the Analyst may need to review the database for (a) same number of bedrooms and building type but in a broader geographic location or (b) have the same number of bedrooms, are in the same geographic location, but are in other types of buildings. In addition, the HUD HCVP Guidebook provides the following example:

The proposed program unit is located in geographic Area A, has three bedrooms, and is a garden apartment. The proposed rent is $1,220.00. There are no other garden apartments in Area A in the database. If there are other garden apartments in Area A, the analyst might try to obtain information about them. However, if there are no other garden apartments in Area A, then the analyst might look at 3 bedroom single family homes in Area A and compare them with information on both garden apartments and single family homes in nearby Area B. The information found (all rents are gross rents) is:

Unit	Area A	Area B
3-bedroom garden apartment	(None)	$1,400.00
3 bedroom single family home	$1,400.00	$1,600.00

The single family homes in Area B (that are similar to those in the database for Area A) are about 14 percent higher than garden apartments in Area B. If one estimates a rent for a garden apartment in Area A is 14 percent below that of the single family homes in Area A the result is $1,228.00. Assuming the other factors for comparison are generally equal, this should provide one indication that the proposed rent is comparable.

IV. Compliance with Fair Housing Regulations

The Agency will ensure the reasonable rent determination process is not utilized to violate anyone's fair housing rights. To accommodate a request for a reasonable accommodation, the Agency recognizes the Fair Housing regulations are more strict than the reasonable rent regulations. Therefore, the fair housing regulations will take precedence.

A participant may make a request for a reasonable accommodation when the EZ-RRD Report shows the rent is not reasonable or when the rent is so high the Participant would pay more than 40% of their monthly adjusted income toward the rent (24 CFR Part 982.508 – Maximum Family Share at Initial Occupancy). The Agency will take reasonable internal and external administrative remedies to grant regulatorily acceptable requests for a reasonable accommodation when said requests are received.

Internal administrative remedies are efforts completely within the Agency's control. As needed, the internal administrative remedies described below will be considered.

As a reasonable accommodation, the Agency may give a higher rating to four of the required reasonable rent characteristics as described below. These higher ratings may result in a higher total value of the unit to be assisted, and thus enables the EZ-RRD software to identify comparable units that may justify a higher rent.

Concerning the location characteristic, the staff should review the definitions for the rental market value area to be sure the most accurate rental market value area is being considered for the unit to be assisted.

Concerning the quality characteristic, the Agency may give a unit with features that address a specific disability an "Excellent" quality rating.

Concerning the amenities characteristic, the actual features that address a disability are considered amenities. The Agency may select the "Handicap Accessible" amenity and add one additional amenity in "Other."

Concerning the landlord provided services characteristic, if the unit has services that aid people with disabilities, such as transportation, extra security, meals and package handling, the Agency can select "Landlord Provided Services."

When the request for a reasonable accommodation concerns the 40% of the Monthly Adjusted Income (MAI) rule, the Agency may consider the internal administrative remedy of using a payment standard of 120% of the Fair Market Rent for the specific unit and participant in question (24 CFR 982.503 b. (1.) (v.). The Agency does not need HUD approval for this action. The higher payment standard may bring the tenant's rent share to under 40% of MAI thus allowing the Agency to approve the requested rent.

External administrative remedies involve efforts by the Agency and HUD. If the requested gross rent for a unit at initial occupancy exceeds the payment standard, and the tenant would pay more than 40% of their monthly adjusted income for rent, the Agency may request a waiver from HUD for the regulation at 24 CFR Part 982.508 – Maximum Family Share at Initial Occupancy. The waiver request would be to allow the family to pay more than 40% of their monthly adjusted income for rent.

As needed, another external administrative remedy the Agency will consider is to request a waiver from HUD from the regulation at 24 CFR Part 982.507 Rent to Owner's Reasonable Rent. This waiver request would be to approve the rent for the unit in question even though it is not reasonable. (This section subject to change if cited regulations are changed or updated.)

V. Agency Staff Training

As new analysts and new supervisors are appointed, they will undergo training concerning the reasonable rent requirements and the EZ-RRD system. This training will include a review of:

- 24 CFR Section 982.507 Rent to Owner: Reasonable Rent
- 24 CFR Section 985.3 (b) Reasonable Rent
- HUD Housing Choice Voucher Program Guidebook Chapter 9

- Reasonable Rent Policy
- EZ-RRD Procedures

The Analyst performing reasonable rent determinations will demonstrate proficiency for correctly performing the reasonable rent determination.

VI. Agency Interaction with Landlords

Owner/Agent Relations

The owner/agent will be advised by accepting each monthly housing assistant payment he/she will be certifying that:

- The Rent to Owner is not more than rent charged by the owner/agent for comparable unassisted units in the premises.
- The assisted family is currently occupying the unit and the assisted family is not in violation of lease obligations.

Owner/Agency Negotiations

If owners object to the approved rent, they may submit all HUD required comparable data for at least three unassisted units. The data will be confirmed by the Agency and added to the existing comparable units database. The Agency will then run a new determination.

VII. Agency-Owned Units

Local government or independent entities (approved by HUD) must perform rent reasonableness determinations for Agency owned units leased by voucher holders. In these cases, the following arrangements may be made:

- The Authority may pay expenses associated with this service.
- The Authority may use administrative fee income to compensate the independent agencies for their services.
- The family cannot be charged for these services.

VIII. Collection of Unassisted Comparable Units

Data for comparable units may be collected from the following sources:

- Onsite visits
- Real estate, Landlord/real estate investor groups, property managers
- Any publication with real estate ads
- Available Census Reports for the most recent years
- Various Internet sources
- Multiple Listing Service
- Newspaper ads followed by owner/agent interviews

- Owner/agent questionnaires
- Apartment and home rental guides
- Fair Housing groups
- Government sources
- Other method

IX. Calculation of the Recommended Reasonable Rent

The EZ-RRD System automatically calculates the Recommended Reasonable Rent figure and prints that figure on the EZ-Reasonable Rent Determination Report (RRD). The Recommended Rent figure is determined through two automated calculations. First, The Average Rents of Comparables is divided by the Average Value of Comparables to obtain the average dollar value per value point of the comparable units. Second, this average dollar values is multiplied by the unit to be assisted value points to obtain the recommended rent.

The staff person performing the RRD compares the Recommended Reasonable Rent figure with the Unit to be Assisted Rent figure. If the recommended rent is equal or higher than the unit to be assisted rent, the requested rent is reasonable. The staff person marks "YES" on the RRD.

If the Recommended Rent is lower than the Unit to be Assisted rent, the request rent is not reasonable. The staff checks "NO" on the RRD and follows the process for unreasonable rent requests.

D. PAYMENT STANDARDS FOR THE VOUCHER PROGRAM [24 CFR 982.503]

The Payment Standard is used to calculate the housing assistance payment for a family. In accordance with HUD regulation, and at the PHA's discretion, the Voucher Payment Standard amount is set by the PHA between 90 percent and 110 percent of the HUD published FMR. This is considered the basic range. The PHA reviews the appropriateness of the Payment Standard annually when the FMR is published. In determining whether a change is needed, the PHA will ensure that the Payment Standard is always within the range of 90 percent to 110 percent of the new FMR, unless an exception payment standard has been approved by HUD.

Sandusky MHA will establish a single voucher payment standard amount for each FMR area in Sandusky MHA's jurisdictions. For each FMR area, Sandusky MHA will establish payment standard amounts for each "unit size". Sandusky MHA may have a higher payment standard within Sandusky MHA's jurisdiction if needed to expand housing opportunities outside areas of minority or poverty concentration, as long as the payment standard is within the 90-110% of FMR range. On a periodic basis, Sandusky MHA will compile RFTAs that were not subsequently leased to analyze whether voucher holders have experienced difficulties in finding housing outside of areas of poverty or minority concentration.

The PHA 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. Exception Payment Standards of not more than 120% of Fair Market Rent may be

authorized by SMHA without HUD approval for an approved request of a reasonable accommodation by a family that includes a person with a disability. If SMHA approves of such an accommodation, SMHA must maintain documentation that shows: a rent reasonableness analysis was conducted in accordance with program regulations at 24 CFR 982.507; the family requested lease approval for the unit and requested an exception payment standard as a reasonable accommodation; and the unit has features that meet the needs of a family member with disabilities.

Payment standards for Sandusky County and Ottawa County will be based on each county's assigned Fair Market Rent.

E. ADJUSTMENTS TO PAYMENT STANDARDS [24 CFR 982.503]

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

Assisted Families' Rent Burdens

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

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

Quality of Units Selected

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

PHA Decision Point

The PHA will review the average percent of income that families on the program are paying for rent. If more than **40%** of families are paying more than 30% of monthly adjusted income for a particular unit size, the PHA will determine whether families are renting units larger than their voucher size, and whether families are renting units which exceed HUD's HQS and any additional standards added by the PHA in this Administrative Plan.

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

Rent to Owner Increases

The PHA may review a sample of the units to determine how often owners are increasing rents and the average percent of increase by bedroom size.

Time to Locate Housing

The PHA may consider the average time period for families to lease up under the Voucher program. If more than **ten (10) percent** of Voucher holders are unable to locate suitable housing within the term of the voucher and the PHA determines that this is due to rents in the jurisdiction being unaffordable for families even with the presence of a voucher the Payment Standard may be adjusted.

Lowering of the Payment Standard

Lowering of the FMR may require an adjustment of the Payment Standard. Additionally, statistical analysis may reveal that the Payment Standard should be lowered. In any case, the Payment Standard will not be set below 90 percent of the FMR without authorization from HUD.

In accordance with PIH Notice 2024-34 of September 30, 2024:

Application of Payment Standard Decreases (PIH Notice 2024-34):
When the PHA's Payment Standard decreases while the family continues to reside in the unit for which the family is receiving assistance, Sandusky MHA chooses not to reduce the payment standard amount used to calculate the subsidy for the family for as long as the family continues to reside in the unit for which the family is receiving assistance [Reference 24 CFR 982.505(c)(3)]; Sandusky MHA shall "hold harmless" the family for a payment standard decrease while the family continues to reside in the same unit, but the currently applicable payment standard shall be used if the family moves to another unit. Any subsequent increase in the payment standard above the "hold harmless" rate shall be applied in accordance with the revision of 24 CFR 982.505.

Application of Payment Standard Increases (PIH Notice 2024-34):
As revised in 24 CFR 982.505, an increase in the Payment Standard shall be applied by Sandusky MHA no LATER than the EARLIEST of:

i. the effective date of an increase in the gross rent that will result in an increase in the family's share (i.e., when the landlord/owner requests and is granted an increase in the rent),
ii. the family's first regular or interim reexamination, or
iii. one year following the effective date of the increase in the payment standard amount.

[This allows participating families the benefit of the increase more consistently and helps to ensure that their portion of the rent remains affordable.]

Application of Payment Standard When Family Composition Changes (PIH Notice 2024-34):
As revised in 24 CFR 982.505, irrespective of any increase or decrease in the payment standard amount, if the family unit size (i.e. composition) either increases or decreases during the HAP contract term, the new family unit size may be used to determine the payment standard amount for the family immediately but no later than the family's first regular reexamination following the change in family unit size.

F. EXCEPTION PAYMENT STANDARDS

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

In accordance with PIH Notice 2024-34 of September 30, 2024, the standard range for payment standards remains 90%-110% of the published Fair Market Rent. Exception payment standards allow PHAs to go up to 120% of the applicable Fair Market Rent (FMR). Sandusky MHA may adopt exception payment standard up to 120% of FMR upon notification to HUD as long as the PHA meets one of the required thresholds set forth in 24 CFR 982.503(d)(3) which are:

i. Fewer than 75 percent of the families to whom the PHA issued tenant-based rental vouchers during the most recent 12-month period for which there is success rate data available have become participants in the voucher program;

ii. More than 40 percent of families with tenant-based rental assistance administered by the agency pay more than 30 percent of adjusted income as the family share; or

iii. Such other criteria as the Secretary establishes by notice.

G. OWNER PAYMENT IN THE HOUSING CHOICE VOUCHER PROGRAM

[(24CFR 982.308(g)]

The owner is required to notify the PHA, in writing, at least sixty days before any change in the amount of rent to owner is scheduled to go into effect. Any requested change in rent to owner will be subject to rent reasonableness requirements. See 24 CFR 982.503.

Chapter 12

RECERTIFICATIONS

[24 CFR 982.5 16]

INTRODUCTION

In accordance with HUD requirements, the PHA will reexamine the income and household composition of all families at least annually. Families will be provided accurate annual and interim rent adjustments. Recertifications and interim examinations will be processed in a manner that ensures families are given reasonable notice of rent increases. All annual activities will be coordinated in accordance with HUD regulation. It is a HUD requirement that families report all changes in household composition. This Chapter defines the PHA's policy for conducting annual recertifications and coordinating annual activities. It also explains the interim reporting requirements for families, and the standards for timely reporting.

A. ANNUAL ACTIVITIES [24 CFR 982.5 16, 982.405]

There are three activities the PHA must conduct on an annual basis. ***These activities will be coordinated whenever possible:**

- Recertification of Income and Family Composition
- HQS Inspection
- Rent to Owner Adjustment (following HUD requirements [Regular Tenancy Certificate only])

The PHA produces a monthly listing of units under contract to ensure that timely reviews of rent to owner, housing quality, and factors related to Total Tenant Payment/Family Share can be made.
Reexamination of the family's income and composition must be conducted at least annually.
Annual inspections: See "Housing Quality Standards and Inspections" chapter.
Rent Adjustments: See "Owner Rents, Rent Reasonableness and Payment Standards" chapter.

HOTMA rules require that to be eligible for continued occupancy, the family must NOT:

- own Net Family Assets (as defined herein) worth more than $100,000 for 2024, $103,200 for 2025, $105,574 for 2026, $109,797 for 2027 (HUD updates these values each year as adjusted for inflation.)
- own a home that they could live in (as defined herein)

SMHA will give current public housing tenants and current HCV voucher holders six months to get their Net Family Assets below the current inflation-adjusted threshold and/or to sell a home in which they could reside.

B. ANNUAL RECERTIFICATION/REEXAMINATION [24 CFR 982.516]

Families are required to be recertified at least annually. At the first interim or annual certification on or after June 19, 1995, family members must report and verify their U.S. citizenship/eligible immigrant status.

Pre-Merger Reexamination Issues

For all pre-merger certificate (regular) tenancies the rent calculation methods will not change until the effective date of the second regular reexamination of family income and composition, following the merger date, unless the family moves or accepts a new lease from the owner.

All pre-merger voucher tenancies shall be considered and treated as voucher tenancies and will be subject to the voucher program requirements under 24 CFR 982.502, including housing assistance payments calculation at 982.505.

If there has been an increase in the payment standard prior to the effective date of the first regular reexamination of a premerger Voucher or Over Fair Market Rent Tenancy Certificate following the merger date, the family will receive the benefit of the higher payment standard, provided there has not been a change in family size or composition that would require the PHA to adjust the family unit size. Prior to the family's second annual reexamination on or after 10/1/99, the applicable payment standard for the family will be used in rent calculation. At the second annual reexamination on or after the merger date, the lesser of payment standard or gross rent will be used in rent calculation.

Moves Between Reexaminations

When families move to another dwelling unit:

> *** An annual recertification will be scheduled (unless a recertification has occurred in the last** [120/specify number of] **days and the anniversary date will be changed.**

Income limits are not used as a test for continued eligibility at recertification.

Reexamination Notice to the Family

The PHA will maintain a reexamination tracking system and the household will be notified by mail of the date and time for their interview at least **between 90 to 120** days in advance of the anniversary date. If requested as an accommodation by a person with a disability, the PHA will provide the notice in an accessible format. The PHA will also mail the notice to a third party, if requested as reasonable accommodation for a person with disabilities. These accommodations will be granted upon verification that they meet the need presented by the disability.

Procedure

The PHA's procedure for conducting annual recertification will be to permit the family to schedule the date and time of appointments.

Completion of Annual Recertification

The PHA will have all recertifications for families completed before the anniversary date. This includes notifying the family of any changes in rent at least 30 days before the scheduled date of the change in family rent.

Persons with Disabilities

Persons with disabilities who are unable to come to the PHA's office will be granted an accommodation by conducting the interview **at the person's home or by mail,** upon verification that the accommodation requested meets the need presented by the disability.

Collection of Information [24 CFR 982.516(f)]

The PHA has established appropriate recertification procedures necessary to ensure that the income data provided by families is complete and accurate.

*** The PHA representative will interview the family and enter the information provided by the family on the recertification form, review the information with the family and have them sign the form.**

*** The PHA will require the family to complete a Personal Declaration Form prior to all recertification interviews.**

Requirements to Attend

The following family members will be required to attend the recertification interview:

*** The head of household and spouse or co-head**

Failure to Respond to Notification to Recertify

The written notification must state which family members are required to attend the interview. The family may call to request another appointment date up to **ten (10)**days prior to the interview after the annual recertification notice has been mailed.

If the family does not contact the office to set up their annual recertification appointment, a second notice is sent. The second notice also serves as a notice of termination (a warning that rental assistance will be terminated if the family does not respond by the deadline named to set up an appointment) and includes an offer of an informal hearing.

*** Exceptions to these policies may be made by** the Executive Director or Occupancy Specialist **if the family is able to document an emergency situation**

that prevented them from canceling or attending the appointment or if requested as a reasonable accommodation for a person with a disability.

Documents Required From the Family

In the notification letter to the family, the PHA will include instructions for the family to b ring the following:

*** Documentation of all assets**

*** Documentation of any**

deductions/allowances Verification of

Information

The PHA will follow the verification procedures and guidelines described in this Plan. Verifications for reexaminations must be less than **120** days old.

Tenant Rent Increase

If tenant rent increases, a thirty day notice is mailed to the family prior to the scheduled effective date of the annual recertification.

If less than thirty days are remaining before the scheduled effective date of the annual recertification, the tenant rent increase will be effective on the first of the month following the thirty day notice.

If there has been a misrepresentation or a material omission by the family, or if the family causes a delay in the reexamination processing, there will be a retroactive increase in rent to the scheduled effective date of the annual recertification.

Tenant Rent Decreases

If tenant rent decreases, it will be effective on the anniversary date.

If the family causes a delay so that the processing of the reexamination is not complete by the anniversary date, rent change will be effective on the first day of the month following completion of the reexamination processing by the PHA.

C. INTERIM ADJUSTMENTS TO RENT [24 CFR 982.516]

- Participants are required to report all changes in family income, composition or status to the PHA within 10 calendar days of the occurrence. Failure to report is a lease violation and may result in lease termination, even if reporting would not result in a change in rent. Further, failure to report within the 10 calendar days may result in a retroactive rent increase, but not a retroactive credit or rent reduction. In order to qualify for rent reductions, residents must report income decreases promptly. Participants are also required to report interim increases in income if

they have been granted interim rent reductions or have previously reported zero income.

- SMHA will process interim reexaminations for all decreases in adjusted income when a family member permanently moves out of the unit.
- Under the HOTMA regulation, SMHA is not required to perform interim rent adjustments if it is believed 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, SMHA may decline to do interim adjustments in the last 3 months before a family's annual or biennial reexamination. If failing to perform an interim adjustment will make it impossible for a family to pay rent, SMHA may conduct the interim adjustment in the last 3 months before the reexamination.
- SMHA wishes to encourage families to improve their economic circumstances, so some changes in family income between reexaminations will not result in a rent change. SMHA will process interim changes in rent in accordance with the chart below:

INCOME CHANGE	**PHA ACTION**
(a) Decrease in income for any reason, except for decrease that lasts less than 30 days, is subject to Imputed Welfare Income rules[1], or will decrease annual income by less than 10 percent.	**Process interim rent reduction if income decrease will last 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) Increase in verified family deductions	**Process interim rent reduction if income decrease will last more than 30 days and reduces adjusted income by more than 10 percent. 24 CFR § 5.609**
(c) Increase in income following PHA granting interim rent decrease.	**Process interim rent increase for income increases after interim rent reductions.**
(d) Increase in earned income from the employment of a current household member.	**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) Increase in unearned income (e.g., COLA adjustment for social security).	**Defer rent increase to the next regular reexam unless the increase is more than 10 percent of annual income.**
INCOME CHANGE	**PHA ACTION**

[1] Decreases in welfare income resulting from welfare fraud or from cuts for failure to comply with economic self-sufficiency requirements are not eligible for rent reductions **(24 CFR § 5.615)**.

(f) Increase in income because a person with income (from any source) joins the household.	**Conduct an Interim Redetermination of the family's income and raise the rent.**
(g) Increase in income because Tenant misrepresented income or deductions.	**Conduct an Interim Redetermination of the family's income and raise the rent retroactively to the date of the misrepresentation or terminate the lease.**
(h) Increase in monetary or non-monetary income after Resident claims zero income	**Process an interim rent increase.**

Program participants must report all changes in household composition to the PHA between annual reexaminations. This includes additions due to birth, adoption and court -awarded custody. The family must obtain PHA approval prior to all other additions to the household.

If any new family member is added, family income must include any income of the new family member. The PHA will conduct a reexamination to determine such additional income and will make the appropriate adjustments in the housing assistance payment and family unit size. The addition of a family member under the age of 6 years, does not automatically require SMHA to conduct a reexamination of all household income unless the head of household or other custodial parent/guardian is also reporting increased household income due to the additional family member's presence in the household, for example, child support or social security benefits, etc.… (PIH Notice 2016-05; 24 CFR 982.516(c) through (e))

The U.S. citizenship/eligible immigrant status of additional family members must be declared and verified as required at the first interim or regular recertification after moving into the unit.

Increases in Income

Families having income increases must report the increases within ten (10) days of the increase taking place. This includes both increases for existing household members and income earned by new members added to the household.

Interim Reexamination Policy

The PHA will conduct interim reexaminations when families have an increase in income.

Families are required to report increases in income/assets between regular annual reexaminations for any member of the household.

Decreases in Income

Participants may report a decrease in income and other changes which would reduce the amount of tenant rent, such as an increase in allowances or deductions. The PHA must calculate the change if a decrease in income is reported.

Timeliness of Submission of Documentation

In order for a HAP check to be issued on the first (1st) of the following month reflecting an interim change, all paperwork necessary to complete the interim recertification must be in the SMHA Office by the tenth (10th) of the month. Any documentation submitted after the tenth (10th) will delay the issuance of a corrected HAP check by one month. The HAP check may or may not contain retroactive payments, depending on the situation.

PHA Errors

If the PHA makes a calculation error at admission to the program or at an annual reexamination, an interim reexamination 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.

De Minimis Errors in Income Determination

SMHA will take corrective action to credit or repay a family if the family was overcharged tenant rent because of de minimis errors in calculating family income. SMHA will offset funds owed to the agency or issue a credit to the family upon conclusion of the de minimus error correction.

D. OTHER INTERIM REPORTING ISSUES

An interim reexamination does not affect the date of the annual recertification.

An interim reexamination will be scheduled for families with **zero** income every **30** days.

E. INCOME CHANGES RESULTING FROM WELFARE PROGRAM REQUIREMENTS

The PHA will not reduce the family share of rent for families whose welfare assistance is reduced by the welfare agency specifically because of:

fraud in connection with the welfare program; or

noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.

However, the PHA will reduce the rent if the welfare assistance reduction

is a result of: The expiration of a lifetime time limit on receiving

benefits; or

A situation where the family has complied with welfare program requirements but cannot or has not obtained employment, or

A family member has not complied with other welfare agency requirements.

The family's annual income will include the imputed welfare income, as determined at the family's annual or interim reexamination, during the term of welfare benefits reduction (as specified by the welfare agency).

The amount of imputed welfare income will be offset by the amount of additional income the family receives that commences after the sanction was imposed. When additional income from other sources is at least equal to the imputed welfare income, the imputed welfare income will be reduced to zero.

If the family claims the amount of imputed welfare income has been calculated incorrectly, the Occupancy Specialist will review the calculation for accuracy. If the imputed welfare income amount is correct, the PHA will provide a written notice to the family that includes:

A brief explanation of how the amount of imputed welfare income was determined;

A statement that the family may request an informal hearing if they do not agree with the PHA determination.

(See "Verification Procedures" chapter.)

Cooperation Agreements [24 CFR 5.6 13]

The PHA is considering whether or not to enter into a cooperation agreement of memorandum of understanding the local welfare agency. In the meantime,

***The PHA will rely on the welfare agency's written notice regarding the amount of specified benefit reduction.**

F. NOTIFICATION OF RESULTS OF RECERTIFICATIONS

[HUD Notice PIH 98-6] The HUD form 50058 will be completed and transmitted as required by HUD.

The Notice of Rent Change is mailed to the owner and the tenant. Signatures **are not** required by the PHA. If the family disagrees with the rent adjustment, they may request an informal hearing.

G. TIMELY REPORTING OF CHANGES IN INCOME (AND ASSETS) [24 CFR 982.516(c)]

Standard for Timely Reporting of Changes

The PHA requires that families report interim changes to the PHA within **ten (10)** days of when the change occurs. Any information, document or signature needed from the family which is needed to verify the change must be provided must be provided within **20** days of the change.

If the change is not reported within the required time period, or if the family fails to provide documentation or signatures, it will be considered untimely reporting.

Procedures when the Change is Reported in a Timely Manner

The PHA will notify the family and the 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.

Decreases in the Tenant Rent are effective the first of the month following that in which the change is reported. * **However, no rent reductions will be processed until all the facts have been verified, even if a retroactive adjustment results.**

*** The change will not be made until the third party verification is**

received. 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 reexamination 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 **sign a Repayment Agreement** or **make a lump sum payment**.

Decrease in Tenant Rent will be effective on the first of the month following the month that the change was reported.

Procedures when the Change is Not Processed by the PHA in a Timely Manner

"Processed in a timely manner" means that the change goes into effect on the date it should when the family reports the change in a timely manner. If the change cannot be made effective on that date, the change is not processed by the PHA in a timely manner.

In this case, an increase will be effective after the required thirty days' notice prior to the first of the month after completion of processing by the PHA.

If the change resulted in a decrease, the overpayment by the family will be calculated retroactively to the date it should have been effective, and the family will be credited for the amount.

H. CHANGES IN VOUCHER SIZE AS A RESULT OF FAMILY COMPOSITION CHANGES

[24 CFR 982.5 16(c)] (See "Subsidy Standards" chapter.)

I. CONTINUANCE OF ASSISTANCE FOR "MIXED" FAMILIES [24 CFR 5.5 18]

Under the Noncitizens Rule, "Mixed" families are families that include at least one citizen or eligible immigrant and any number of ineligible members.

**** The Noncitizens Rule was implemented on or after November 29, 1996, and mixed families may receive prorated assistance only.***

J. MISREPRESENTATION OF FAMILY CIRCUMSTANCES

If any participant deliberately misrepresents the information on which eligibility or tenant rent is established, the PHA may terminate assistance and may refer the family file/record to the proper authorities for appropriate disposition. (See Program Integrity Addendum.)

Chapter 13

MOVES WITH CONTINUED ASSISTANCE/PORTABILITY

[24 CFR 982.3 14, 982.353, 982.355(a)]

INTRODUCTION

HUD regulations permit families to move with continued assistance to another unit within the PHA's jurisdiction, or to a unit outside of the PHA's jurisdiction under Portability procedures. The regulations also allow the PHA the discretion to develop policies which define any limitations or restrictions on moves. This Chapter defines the procedures for moves, both within and outside of, the PHA's jurisdiction, and the policies for restriction and limitations on moves.

A . ALLOWABLE MOVES

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

- The assisted lease for the old unit has terminated because the PHA has terminated the HAP contract for owner breach, or the lease was terminated by mutual agreement of the owner and the family.
- The owner has given the family a 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 (unless assistance to the family will be terminated).
- The family has given proper notice of lease termination (and if the family has a right to terminate the lease on notice to owner).

B. RESTRICTIONS ON MOVES [24 CFR 982.3 14, 982.552(a)]

*** Families** will not **be permitted to move within the PHA's jurisdiction during the initial year of assisted occupancy.**

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

*** Families** will not **be permitted to move more than once in a 12-month period.**

The PHA will deny permission to move if there is insufficient funding for continued assistance.

The PHA **will** deny permission to move if:

*** The family has violated a Family Obligation.**

*** The family owes the PHA money.**

*** The family has moved or been issued a Voucher within the last** twelve (12) **months.**

*** The** Occupancy Specialist **may make exceptions to these restrictions if there is an emergency reason for the move over which the participant has no control.**

C. PROCEDURE FOR MOVES [24 CFR 982.3 14]

Issuance of Voucher

Subject to the restrictions on moves, if the family has not been recertified within the last **120** days, the PHA will issue the voucher to move **as soon as the family requests the move**.

If the family does not locate a new unit, they may remain in the current unit so long as the owner permits.

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

date. Notice Requirements

*** Briefing sessions emphasize the family's responsibility to give the owner and the PHA proper written notice of any intent to move.**

The family must give the owner the required number of days written notice of intent to vacate specified in the lease and must give a copy to the PHA simultaneously.

For units under a Certificate HAP contract effective before October 2, 1995, if the family vacates the unit without proper notice in writing to the owner, the family will be responsible for any vacancy loss paid by the PHA.

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**.

In a move, assistance stops at the old unit at the end of the month in which the tenant ceased to occupy, unless proper notice was given to end a lease midmonth. Assistance will start on the new unit on the effective date of the lease and contract. Assistance payments may overlap for the month in which the family moves.

D. PORTABILITY [24 CFR 982.353]

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

E. OUTGOING PORTABILITY [24 CFR 982.353, 982.355]

Within the limitations of the regulations and this policy, a participant family has the right to receive tenant-based voucher assistance to lease a unit outside the PHA's jurisdiction, anywhere in the United States, in the jurisdiction of a PHA with a tenant -based program. When a family requests to move outside of the PHA's jurisdiction, the request must specify the area to which the family wants to move.

*** If there is more than one PHA in the area in which the family has selected a unit, the PHA will choose the receiving PHA.**

Restrictions on Portability

Applicants

If neither the head nor spouse had a domicile (legal residence) in the PHA'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, unless the PHA approves such move. [NOTE: legal domicile is defined by local government.]

For a portable family that was not already receiving assistance in the PHA's based program, the PHA must determine whether the family is eligible for admission under the receiving PHA's 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**

The PHA will not permit families to exercise portability:

If the family is in violation of a family obligation.

If the family owes money to the PHA.

If the family has moved out of its assisted unit in violation of the lease.

Receiving PHA's will be required to submit hearing determinations to the PHA within **30** days.

F. INCOMING PORTABILITY [24 CFR 982.354, 982.355]

Absorption or Administration

The PHA will accept a family with a valid Voucher from another jurisdiction and administer or absorb the Voucher. If administering, the family will be issued a "Portable" Voucher by the PHA. The term of the voucher will not expire before the expiration date of any initial PHA voucher. The family must submit a request for approval of tenancy for an eligible unit to the receiving PHA during the term of the receiving PHA voucher. The receiving PHA may grant extensions in accordance with this Administrative Plan. However, if the Family decides not to lease-up in the PHA's jurisdiction, they must contact the initial PHA to request an extension.

The PHA may absorb Vouchers if such absorption does not exceed **five (5) percent** of households assisted.

*** The PHA will absorb all incoming portable families provided that there is funding available.**

When the PHA does not absorb the incoming Voucher, it will administer the Initial PHA's Voucher and the receiving PHA's policies will prevail.

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..

The receiving PHA does not redetermine eligibility for a portable family that was already receiving assistance in the initial PHA Section 8 tenant-based program.

The PHA 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, the PH A will change to the proper size based on its own Subsidy Standards.

Income and Total Tenant Payment of Incoming Portables [982.353(d)]

***As receiving PHA, the PHA will conduct a recertification 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, or if the PHA determines that a further investigation of existing information is needed.**

If the PHA conducts a recertification of the family it will not cause a delay in the issuance of a voucher.

If the family's income is such that a $0 subsidy amount is determined prior to lease -up in the PHA's jurisdiction, the PHA will refuse to enter into a contract on behalf of the family at $0 assistance.

Requests for Approval of Tenancy

*** A briefing will be mandatory for all portability families.**

When the Family submits a Request for Tenancy Approval, it will be processed using the PHA's policies. If the Family does not submit a Request for Tenancy Approval or does not execute a lease, the Initial PHA will be notified within **14** days by the PHA.

If the Family leases up successfully, the PHA will notify the Initial PHA within **14** days, and the billing process will commence.

The PHA 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 the PHA denies assistance to the family, the PHA will notify the Initial PHA within **14** days and the family will be offered a review or hearing.

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

Regular Program Functions

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

Annual reexaminations of family income and composition;

Annual inspection of the unit; and

Interim Examinations when requested or deemed necessary by the PHA

Terminations

The PHA will notify the Initial PHA in writing of any termination of assistance within **14** days of the termination. If an Informal Hearing is required and requested by the Family, the hearing will be conducted by the PHA, using the regular hearing procedures included in this Pl an. 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 the PHA that the Family is in arrears or the Family has refused to sign a Payment Agreement, the PHA will terminate assistance to the family.

Required Documents

As Receiving PHA, the PHA will require the documents listed on the HUD Portability Billing Form from the Initial PHA.

Billing Procedures

As Receiving PHA, the PHA will bill the Initial PHA **monthly** 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.

The PHA 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.

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

Chapter 14

CONTRACT TERMINATIONS
[24 CFR 982.3 11, 982.314]

INTRODUCTION

The Housing Assistance Payments (HAP) Contract is the contract between the owner and the PHA which defines the responsibilities of both parties. This Chapter describes the circumstances under which the contract can be terminated by the PHA and the owner, and the policies and procedures for such terminations.

A. CONTRACT TERMINATION [24 CFR 982.311]

The term of the HAP Contract is the same as the term of the lease. The Contract between the owner and the PHA may be terminated by the PHA, or by the owner or tenant terminating the lease.

No future subsidy payments on behalf of the family will be made by the PHA to the owner after the month in which the Contract is terminated. The owner must reimburse the PHA for any subsidies paid by the PHA for any period after the contract termination date.

If the family continues to occupy the unit after the Section 8 contract is terminated, the family is responsible for the total amount of rent due to the owner. The owner will have no right to claim compensation from the PHA for vacancy loss under the provisions of Certificate H AP contracts effective before October 2, 1995.

After a contract termination, if the family meets the criteria for a move with continued assistance, the family may lease-up in another unit. The contract for the new unit may begin during the month in which the family moved from the old unit.

B. TERMINATION BY THE FAMILY: MOVES [24 CFR 982.3 14(c)(2)]

Family termination of the lease must be in accordance with the terms of the lease.

C. TERMINATION OF TENANCY BY THE OWNER: EVICTIONS [24 CFR 982.3 10, 982.455]

If the owner wishes to terminate the lease, the owner must 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 the 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 tenant in connection with the occupancy or use of the premises; or Criminal activity by the tenant, any member of the household, a guest or another person under the tenant'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 982.3 10)

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.

*** The PHA requires that the owner specify the section of the lease that has been violated and cite some or all of the ways in which the tenant has violated that section as documentation for the PHA's decision regarding termination of 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, the PHA must 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.

*** The PHA 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 the PHA with documentation.**

The PHA must continue making housing assistance payments to the owner in accordance with the Contract as long as the tenant continues to occupy the unit and the Contract is not violated. By endorsing the monthly check from the PHA, the owner certifies that the tenant is still in the unit, the rent is reasonable and s/he is in compliance with the contract.

If an eviction is not due to a serious or repeated violation of the lease, and if the PHA has no other grounds for termination of assistance, the PHA may issue a new voucher so that the family can move with continued assistance.

D. TERMINATION OF THE CONTRACT BY PHA [24 CFR 982.404(a), 982.453, 982.454, 982.552(a)(3)]

The term of the HAP contract terminates when the lease terminates, when the PHA terminates program assistance for the family, and when the owner has breached the HAP contract. (See "Owner Disapproval and Restriction" chapter)

The PHA may also terminate the contract if:

The PHA terminates assistance to the family.

The family is required to move from a unit when the subsidy is too big for the family size (pre-merger Certificate Program) or the unit does not meet the HQS space standards because of an increase in family size or a change in family composition (pre-merger Certificate and Voucher Programs).

Funding is no longer available under the ACC.

If funding is insufficient to support the number of vouchers and HUD shortfall funding is not available, as a last viable option, the PHA shall suspend the most recently subsidized units' families' vouchers to the point at which funding is adequate for the remaining participants until such time as funding returns to adequate availability for the suspended vouchers at which time the impacted families' voucher assistance shall be resumed. (Reference SMHA Board Resolution 01-2020)

The contract will terminate automatically if 180 days have passed since the last housing assistance payment to the owner.

Termination of Premerger Certificate HAPS [24 CFR 982.502(d)

The PHA must terminate program assistance under any outstanding HAP contract for a regular tenancy under the premerger certificate program at the effective date of the second regular reexamination of family income and composition on or after the merger date. At such termination of assistance, the HAP contract will automatically terminate. The PHA will give the owner and family at least 120 days written notice of such termination. The PHA will offer r the family the opportunity for continued tenant-based assistance under the voucher program.

Any OFTO tenancy HAP contract entered into prior to the merger date will automatically be considered as a tenancy under the Voucher program. Such tenancies will be subject to the requirements of the voucher program, including calculation of the Housing Assistance Payment. See "Owner Rents, Rent Reasonableness and Payment Standards" chapter.

Notice of Termination

When the PHA terminates the HAP contract under the violation of HQS space standards, the PHA will provide the owner and family written notice of termination of the contract, and the HAP contract terminates at the end of the calendar month that follows the calendar month in which the PHA gives such notice to the owner.

Chapter 15

DENIAL OR TERMINATION OF ASSISTANCE

[24 CFR 982.552, 982.553]

INTRODUCTION

The PHA may deny or terminate assistance for a family because of the family's action or failure to act. The PHA will provide families with a written description of the Family Obligations under the program, the grounds under which the PHA can deny or terminate assistance, and the PHA's informal hearing procedures. This Chapter describes when the PHA is required to deny or terminate assistance, and the PHA's policies for the denial of a new commitment of assistance and the grounds for termination of assistance under an outstanding HAP contract.

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

If denial or termination is based upon behavior resulting from a disability, the PHA will delay the denial or termination in order to determine if there is an accommodation that would negate the behavior resulting from the disability.

Form of Denial/Termination

Denial of assistance for an applicant may include any or all of the following:

Denial for placement on the PHA waiting list

Denying or withdrawing a voucher

Refusing to enter into a HAP contract or approve a tenancy

Refusing to process or provide assistance under portability procedures

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 [24 CFR 982.552(b)]

The PHA must deny assistance to applicants, and terminate assistance for participants:

If any member of the family fails to sign and submit HUD or PHA required consent forms for obtaining information.

If no member of the family is a U.S. citizen or eligible immigrant. (See Section D)

If the family is under contract and 180 days (or 12 months, depending on the HAP contract used) have elapsed since the PHA's last housing assistance payment was made. (See "Contract Terminations" chapter.)

If the family is evicted from housing assisted under the program for serious violation of the lease.

The PHA must permanently deny assistance to applicants, and terminate the assistance of persons convicted of manufacturing or producing methamphetamine on the premises of federally assisted housing.

If any member of the family has been evicted from federally assisted housing for a serious violation of the lease, the PHA must deny admission for **five (5)** years after the eviction occurred.

The PHA must terminate program assistance for a family evicted from housing assisted under the program for serious violation of the lease.

The PHA must deny admission to the program for an applicant or terminate program assistance for a participant if any member of the family fails to sign and submit consent forms for obtaining information in accordance with Part 5, subparts B and F.

The PHA must deny admission or terminate assistance when required under the regulations to establish citizenship or eligible immigration status.

Grounds for Denial or Termination of Assistance [24 CFR 982.552(c)]

The PHA will deny program assistance for an applicant, or terminate program assistance for a participant, for any of the following reasons:

*** The family violates any family obligation under the program as listed in 24 CFR 982.551.**

*** Any member of the family has been evicted from federally assisted housing in the last five years.**

*** If any PHA has ever terminated assistance under the program for any member of the family.**

*** If any member of the family commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.**

*** The family currently owes rent or other amounts to the PHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act.**

*** The family has not reimbursed any PHA for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.**

***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 PHA will prescribe the terms of the agreement. (See "Repayment Agreements" chapter.)**

*** The family has engaged in or threatened abusive or violent behavior toward PHA personnel.**

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

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

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

*** Any member of the family whose drug or alcohol abuse interferes with the health, safety or peaceful enjoyment of other project residents.**

Crime by Family Member (See One Strike policy section below.)

*** If any member of the family commits drug-related criminal activity, or violent criminal activity. (See One-strike policy below and 982.553 of the regulations)**

Refer to "Eligibility for Admission" chapter, “Other Criteria for Admission” section for further information.

B. "ONE STRIKE" POLICY

Purpose

All federally assisted housing is intended to provide a place to live and raise families, not a place to commit crime, to use or sell drugs or terrorize neighbors. It is the intention of **Sandusky MHA** to fully endorse and implement a policy designed to:

Help create and maintain a safe and drug-free community

Keep our program participants free from threats to their personal and family safety

*** Support parental efforts to instill values of personal responsibility and hard work**

*** Help maintain an environment where children can live safely, learn and grow up to be productive citizens**

Administration

All screening and termination of assistance procedures shall be administered fairly and in such a way as not to violate rights to privacy or discriminate on the basis of race, color, nationality, religion, familial status, disability, **sex**, or other legally protected groups.

Screening of Applicants

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, and as required by the Notice 96-27, the PHA will endeavor to screen applicants as 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.

HUD Definitions

Drug-related criminal activity is the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use a controlled substance. Drug -related criminal activity means *on or near the* premises.

Violent criminal activity includes any 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 the activity is being engaged in by any family member.

Standard for Violation

The PHA will deny participation in the program to applicants and terminate assistance to participants in cases where the PHA 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 the PHA determines that there is a pattern of illegal use of a controlled substance or pattern of alcohol abuse.

*** The PHA 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 (6) months.**

"Engaged in or engaging in" violent criminal activity means any act within the past **three (3)** 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 **did or did not result in** the arrest and/or conviction of the applicant or participant, household members, or guests.

*** The activity is being engaged in by any family member.**

*** 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, the PHA will 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.**

Drug Related and Violent Criminal Activity

Ineligibility if Evicted for Drug-Related Activity: Persons evicted from federally assisted housing, because of drug-related criminal activity are ineligible for admission to the Section 8 program for a ten (10) year period beginning on the date of such eviction.

*** Applicants will be denied assistance if they have been:**

arrested, convicted, or evicted from **a unit assisted under the Housing Act of 1937 due to violent criminal activity within the last** ten (10) **years prior to the date of the certification interview.**

*** Participants will be terminated who have been:**

arrested**,** convicted, or evicted **from a unit assisted under the Housing Act of 1937 due to drug-related or violent criminal activity within the last** ten (10) **years 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 by engaging in drug-related or violent criminal activity, the PHA will terminate assistance.**

*** In appropriate cases, the PHA may permit the family to continue receiving assistance provided that family members determined to have engaged in the proscribed activities will not reside in the unit. If the violating member is a minor, the PHA may consider individual circumstances with the advice of Juvenile Court officials.**

*** The PHA will waive the requirement regarding drug-related criminal activity if:**

*** The person demonstrates successful completion of a credible rehabilitation program approved by the PHA, or**

*** The circumstances leading to the eviction no longer exist.**

Termination of Assistance for Participants

*** If the family violates the lease for drug-related or violent criminal activity, the PHA will terminate assistance.**

*** The PHA will terminate assistance for a family if the PHA determines that a member of the household is fleeing to avoid prosecution, or custody or confinement after conviction, that is a felony under the laws of the place from which the individual flees.**

*** The PHA will terminate assistance for a family if the PHA determines that a member of the household is violating a condition of probation or parole imposed under Federal or State law.**

*** In appropriate cases, the PHA** may **permit the family to continue receiving assistance provided that family members determined to have engaged in the proscribed activities will not reside in the unit. If the violating member is a minor, the PHA may consider individual circumstances with the advice of Juvenile Court officials.**

Notice of Termination of Assistance

In any case where the PHA decides to terminate assistance to the family, the PHA must give the family written notice which states:

The reason(s) for the proposed termination,

The effective date of the proposed termination,

The family's right, if they disagree, to request an Informal Hearing to be held before termination of assistance.

The date by which a request for an informal hearing must be received by the PHA.

The PHA will simultaneously provide written notice of the contract termination to the owner so that it will coincide with the Termination of Assistance. The Notice to the owner will not include any details regarding the reason for termination of assistance.

Required Evidence

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

Credible evidence may be obtained from police and/or court records. Testimony from neighbors, when combined with other factual evidence can be considered credible evidence. Other credible evidence includes documentation of drug raids or arrest warrants.

*** The PHA will pursue fact-finding efforts as needed to obtain credible evidence.**

*** The PHA may terminate assistance for criminal activity by a household member under this section if the PHA has determined that the household member had engaged in criminal activity, regardless of whether the household member has been arrested or convicted for such activity.**

Confidentiality of Criminal Records

The PHA 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.

*** 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 shall be shredded as soon as the information is no longer needed for eligibility or continued assistance determination.**

*** 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.**

C. FAMILY OBLIGATIONS [24 CFR 982.55 1]

The family must supply 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 by 24 CFR 982.55 1). "Information" includes any requested certification, release or other documentation.

The family must supply 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.

The family must disclose and verify Social Security Numbers (as provided by 24 CFR 5.216) and must sign and submit consent forms for obtaining information in accordance with 24 CFR 5.230.

All information supplied by the family must be true and complete.

The family is responsible for an HQS breach caused by the family as described in 982.404(b).

The family must allow the PHA to inspect the unit at reasonable times and after reasonable notice.

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

The family must notify the owner and, at the same time, notify the PHA before the family moves out of the unit or terminates the lease upon notice to the owner.

The family must promptly give the PHA a copy of any owner eviction notice.

The family must use the assisted unit for residence by the family. The unit must be the family's only residence.

The composition of the assisted family residing in the unit must be approved by 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.

The family must promptly notify the PHA if any family member no longer resides in the unit.

If the PHA has given approval, a foster child or a live-in aide may reside in the unit. If the family does not request approval or PHA approval is denied, the family may not allow a foster child or live-in aide to reside with the assisted family.

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 as a residence by members of the family.

The family must not sublease or let the unit.

The family must not assign the lease or transfer the 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.

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

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

The household members 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 PHA One Strike Policy).

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. (See PHA One Strike Policy).

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

Housing Authority Discretion [24 CFR 982.552(c)]

In deciding whether to deny or terminate assistance because of action or failure to act by members of the family, the PHA has discretion to consider all of the circumstances in each

case, including the seriousness of the case. The PHA will use its discretion in reviewing the extent of participation or culpability of individual family members and the length of time since the violation occurred. The PHA may also review 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 who were not involved in the action or failure to act.

*** The PHA may impose, as a condition of continued assistance for other family members, a requirement that family members who participated in, or were culpable for the action or failure to act, will not reside in the unit. The PHA may permit the other members of a family to continue in the program.**

Enforcing Family Obligations

Explanations and Terms

The term "Promptly" when used with the Family Obligations always means "within **seven (7)** days." Denial or termination of assistance is always optional except where this Plan or the regulations state otherwise.

HQS Breach

The **Executive Director or Occupancy Specialist** will determine if an HQS breach as identified in 24 CFR 982.404 (b) is the responsibility of the family. Families may be given extensions to cure HQS breaches by **staff named above**.

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 the PHA determines that the cause is a serious or repeated violation of the lease based on available evidence.**

*** Nonpayment of rent is considered a serious violation of the lease.**

Notification of Eviction

If the family requests assistance to move and they did not notify the PHA of an eviction within **ten (10)** days of receiving the Notice of Lease Termination, the move will be denied.

Proposed Additions to the Family

The PHA will deny a family's request to add additional family members who are:

*** Persons who have been evicted from public housing.**

*** Persons who have previously violated a family obligation listed in 24CFR 982.51 of the HUD regulations.**

*** Persons who have been part of a family whose assistance has been terminated under the Certificate or Voucher program.**

*** Persons who commit drug-related criminal activity or violent criminal activity.**

*** Persons who do not meet the PHA's definition of family.**

*** Persons who commit fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.**

*** Persons who currently owe rent or other amounts to the PHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act.**

*** Persons who have engaged in or threatened abusive or violent behavior toward PHA personnel.**

Family Member Moves Out

Families are required to notify the PHA if any family member leaves the assisted household within ten (10) days of the member leaving the household. When the family notifies the PHA, they must furnish the following information:

*** The date the family member moved out.**

*** The new address, if known, of the family member.**

*** A statement as to whether the family member is temporarily or permanently absent. The statement must be in writing and signed by the head of household.**

Limitation on Profit-making Activity in Unit

*** If the business activity area results in the inability of the family to use any of the critical living areas, such as a bedroom utilized for a business which is not available for sleeping, it will be considered a violation.**

If the PHA determines that the use of the unit as a business is not incidental to its use as a dwelling unit, it will be considered a program violation.

If the PHA determines the business is not legal, it will be considered a program violation.

Interest in Unit

The owner may not reside in the assisted unit regardless of whether (s)he is a member of the assisted family, unless the family owns the mobile home and rents the pad.

Fraud

In each case, the PHA will consider which family members were involved, the circumstances, and any hardship that might be caused to innocent members.

*** In the event of false citizenship claims:** (See section below)

D. PROCEDURES FOR NON-CITIZENS [24 CFR 5.514, 5.516, 5.518]

Denial or Termination due to Ineligible Immigrant Status

Applicant or participant families in which all members are neither U.S. citizens nor eligible immigrants are not eligible for assistance and must have their assistance terminated. The PHA must offer the family an opportunity for a hearing. (See"Eligibility for Admission" chapter, section on Citizenship/Eligible Immigration Status.)

Assistance may not be terminated while verification of the participant family's eligible immigration status is pending.

False or Incomplete Information

*** When the PHA has clear, concrete, or substantial documentation (such as a 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, the PHA** 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.**

*** The PHA 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 the PHA either after the INS appeal or in lieu of the INS appeal.

After the PHA 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).

E. ZERO ($0) ASSISTANCE TENANCIES

HAP Contracts Prior to 10/2/95

For contracts which were effective prior to 10/2/95, the PHA is liable for unpaid rent and damages if the family vacates during the allowable 12 months after the last HAP payment. The PHA must perform all of the functions normally required, such as reexaminations and inspections.

The participant will be notified of the right to remain on the program at $0 assistance for 12 months. If the family is still in the unit after 12 months, the assistance will be terminated.

In order for a family to move to another unit during the 12 month period, the rent for the new unit would have to be high enough to necessitate a housing assistance payment.

HAP Contracts On or After 10/2/95 [24 CFR 982.455 (a)]

For contracts effective on or after 10/2/95, the PHA has no liability for unpaid rent or damages, and the family may remain in the unit at $0 assistance for up to 180 days after the last HAP payment. If the family is still in the unit after 180 days, the assistance will be terminated. If, within the 180 day timeframe, an owner rent increase or a decrease in the Total Tenant Payment causes the family to be eligible for a housing assistance payment, the PHA will resume assistance payments for the family.

In order for a family to move to another unit during the 180 days, the rent for the new unit would have to be high enough to necessitate a housing assistance payment.

F. OPTION NOT TO TERMINATE FOR MISREPRESENTATION [24 CFR 982.55 1, 982.552(c)]

If the family has misrepresented any facts that caused the PHA to overpay assistance, the PHA may choose not to terminate and may offer to continue assistance provided that the family **executes a Repayment Agreement and makes payments in accordance with the agreement** or **reimburses the PHA in full within** 30 **calendar days.**

G. MISREPRESENTATION IN COLLUSION WITH OWNER [24 CFR 982.55 1, 982.552 (c)]

If the family intentionally, willingly, and knowingly commits fraud or is involved in any other illegal scheme with the owner, the PHA will deny or terminate assistance.

*** In making this determination, the PHA will carefully consider the possibility of overt or implied intimidation of the family by the owner and the family's understanding of the events.**

H. MISSED APPOINTMENTS AND DEADLINES [24 CFR 982.551, 982.552 (c)]

It is a Family Obligation to supply information, documentation, and certification as needed for the PHA to fulfill its responsibilities. The PHA schedules appointments and sets deadlines in order to obtain the required information. The Obligations also require that the family allow the PHA to inspect the unit, and appointments are made for this purpose.

An applicant or participant who fails to keep an appointment, or to supply information required by a deadline without notifying the PHA, may be sent a Notice of Denial or Termination of Assistance for failure to provide required information, or for failure to allow the PHA to inspect the 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
- Recertifications
- 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 (2)** opportunities before being issued a notice of termination or denial for breach of a family obligation.

After issuance of the termination notice, if the family offers to correct the breach within the time allowed to request a hearing:

*** The notice will not be rescinded even if the family offers to cure the breach.**

Chapter 16

OWNER DISAPPROVAL AND RESTRICTION

[24 CFR 982.54, 982.306, 982.453]

INTRODUCTION

It is the policy of the PHA to recruit owners to participate in the Voucher program. The PHA will provide owners with prompt and professional service in order to maintain an adequate supply of available housing throughout the jurisdiction of the PHA. The regulations define when the PHA must disallow an owner participation in the program, and they provide the PHA discretion to disapprove or otherwise restrict the participation of owners in certain categories. This Chapter describes the criteria for owner disapproval, and the various penalties for owner violations.

A. DISAPPROVAL OF OWNER [24 CFR 982.306, 982.54(d)(8)]

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.

The PHA will disapprove the owner for the following reasons:

HUD **or** an**other agency directly related** has informed the PHA that the owner has been disbarred, suspended, or subject to a limited denial of participation under 24 CFR part 24.

HUD has informed the PHA that the federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other federal equal opportunity requirements and such action is pending.

HUD has informed the PHA 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. The PHA will waive this restriction as a reasonable accommodation for a family member who is a person with a disability.

*** In cases where the owner and tenant bear the same last name, the PHA may, at its discretion, require the family and or owner 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 violent criminal activity.**

*** The owner has a history or practice of non-compliance with the HQS for units leased under the tenant-based programs or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other federal housing program.**

The owner has a history or practice of renting units that fail to meet State or local housing codes.

***The owner has a history or practice of failing to terminate tenancy of tenants of units assisted under Section 8 or any other federally assisted housing program for activity by the tenant, any member of the household, a guest or another person under the control of any member of the household that:**

Threatens the right to peaceful enjoyment of the premises by other residents;

Threatens the health or safety of other residents, of employees of the PHA, or of owner employees or other persons engaged in management of the housing.

Threatens the health or safety of, or the right to peaceful enjoyment of their residences, by persons residing in the immediate vicinity of the premises; or

Is drug-related criminal activity or violent criminal activity;

*** The owner has not paid State or local real estate taxes, fines or assessments.**

*** The owner has failed to comply with regulations, the mortgage or note, or the regulatory agreement for projects with mortgages insured by HUD or loans made by HUD.**

B. OWNER RESTRICTIONS AND PENALTIES [24 CFR 982.453]

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

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

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

C. CHANGE IN OWNERSHIP

A change in ownership **does not** require execution of a new contract **and lease**.

*** The PHA may approve the assignment of the HAP contract at the old owner's request. The PHA may approve the assignment, since they are a party to the contract. The PHA may deny approval of assignment of the contract, for any of the reasons listed in Section A. of this chapter.**

*** The PHA will process a change of ownership only upon the written request of the new owner and only if accompanied by a copy of the escrow statement or other document showing the transfer of title, recorded deed and the Employee Identification Number or Social Security number of the new owner.**

*** If the new owner does not want an assignment of the contract, the PHA will terminate the HAP contract with the old owner, since they are no longer the owner. The new owner may offer the family a new assisted lease. The family may elect to enter into the new lease or move to another unit.**

Chapter 17

CLAIMS, MOVE-OUT AND CLOSE-OUT INSPECTIONS (For HAP Contracts Effective Before October 2, 1995)

INTRODUCTION

This Chapter describes the PHA's policies, procedures and standards for servicing HAP Contracts which were effective before October 2, 1995. Pre-merger certificate and voucher contracts in this category have provisions for the PHA's liability to owners when families move out. Vouchers and pre-merger certificates have a provision for damages, and pre-merger certificates, in addition, have a provision for vacancy loss.

A. OWNER CLAIMS

Under HAP Contracts effective prior to October 2, 1995, owners may make "special claims" for damages, unpaid rent, and vacancy loss (vacancy loss cannot be claimed in the Voucher Program) after the tenant has vacated the unit.

Owner claims for payment for unpaid rent, damages, or vacancy loss will be reviewed for accuracy and completeness and compared with records in the file. The PHA establishes standards by which to evaluate claims, but the burden of proof rests with the owner.

If vacancy loss is claimed, the PHA will ascertain whether or not the family gave proper notice of its intent to move. The file will also be reviewed to verify owner compliance at the time the contract was terminated.

The PHA will pay properly filed claims to the owner as a function of the contract, but the tenant is ultimately responsible to reimburse the PHA for claims paid to the owner.

B. UNPAID RENT

Unpaid rent only applies to the tenant's portion of rent while the tenant is in residence under the assisted lease. It does not include the tenant's obligation for rent beyond the termination date of the HAP Contract.

Separate agreements are not considered a tenant obligation under the lease and the PHA will not reimburse the owner for any claims under these agreements.

C . DAMAGES

*** The owner must be present during the move-out inspection and only damages claimed by the owner are reimbursable.**

*** Invoices or bills from individuals providing labor must include their name, address and telephone number.**

The landlord may bill him/herself for labor at the rate of $8.00/hour for a maximum of twelve hours.

D . VACANCY LOSS IN THE CERTIFICATE PROGRAM

Vacancy Loss is applicable to the pre-merger certificate program only. Vacancy loss is paid if the move was in violation of the notice requirements in the lease, or the result of an eviction.

In order to claim vacancy loss, the unit must be available for lease and the landlord must:

Notify the PHA within **48** hours **excluding weekends and holidays** upon learning of the vacancy, or prospective vacancy, and

Pursue all possible activities to fill the vacancy, including, but

not limited to: Contacting applicants on the owner's

waiting list, if any;

Seeking eligible applicants by listing the unit

with the PHA, Advertising the availability of

the unit, and

Not rejecting potentially eligible applicants except for good cause.

*** In the event that a unit becomes vacant because of the death of the tenant, the PHA will permit the owner to keep the HAP for the month in which the tenant died.**

*** If the tenant moves after the date given on their notice of intent to vacate, the landlord may claim vacancy loss by providing acceptable documentation that there was a bona fide prospective tenant to whom the unit could have been rented.**

*** To ensure valid claim processing, the PHA will conduct a thorough move-in inspection noting "conditions" as well as HQS deficiencies, take pictures of questionable items, and send a report of all items to the owner and tenant.**

*** The owner must be present during the move-out inspection and only damages claimed by the owner are reimbursable.**

*** All claims for damages must be supported by the actual bills for materials and labor and a copy of the canceled checks or other receipts documenting payment. Estimates** are not **acceptable.**

*** Reimbursement for replacement of items such as carpets, drapes, or appliances, is based on depreciation schedules in general use by** this **PHA.**

*** The PHA may require verification of purchase date, quality, and price of replaced items in order to calculate depreciation.**

*** Damages which were caused during tenancy, were repaired and billed, but remain unpaid at move-out, can be considered "other items due under the lease" and included in the claim.**

*** Eligible items to be included on the damage claim must have been a tenant responsibility under the lease or State law.**

Claims for unpaid utility bills cannot be approved as part of a claim.

Claims for normal wear and tear, previously existing conditions, routine turnover preparation, **cleaning and cyclical interior painting** are not paid.

E. MOVE-OUT AND CLOSE-OUT INSPECTIONS

*** Move-out inspections are performed after the tenant has vacated the unit. These inspections are performed to assess the condition of the unit, not to evaluate the HQS. Vacate inspections will be conducted by the** Inspector or Occupancy Specialist**.**

There will be no move-out inspections of units with contracts effective on or after October 2, 1995.

*** The PHA's initial inspection of the unit will include a "conditions" report which will be compared to the conditions found during the move-out inspection.**

*** The owner must notify the PHA of the move-out and request an inspection within** 72 hours **of learning of the move-out in order to submit a claim for damages.**

*** If the contract was terminated due to owner breach, or the owner was in violation of the contract at the time that it was terminated, there will be no entitlement to claims and therefore no inspection.**

The owner and tenant will be notified of the date and time of the inspection.

*** If the owner is not present, the move-out inspection** will not **be rescheduled.**

*** The PHA** will **conduct a move-out inspection on tenant's request if the owner does not also request an inspection.**

*** A damage claim will not be approved** *unless* **the move-out inspection is requested and completed prior to any work being done.**

*** In the event that the PHA is unable to inspect within** seven (7) **days, the owner will be permitted to use date-stamped photographs to substantiate the claim.**

F. PROCESSING CLAIMS

Any amount owed by the tenant to the owner for unpaid rent or damages will first be deducted from the maximum security deposit which the owner could have collected under the program rules. If the maximum allowable security deposit is insufficient to reimburse the owner for the unpaid tenant rent or other amounts which the family owes under the lease, the owner may request reimbursement from the PHA up to the limits for each program.

If the owner claims vacancy loss, the security deposit that s/he collected or could have collected **will** be deducted from the vacancy loss claim.

*** The PHA reviews claims for unpaid rent, damages, or vacancy loss and makes a preliminary determination of amount payable. The family is informed that a claim is pending (notice sent to last known address). The notification will state the preliminarily determined amount, the type of claim, and describe the procedure for contesting the claim.**

*** The PHA will offer the family** ten (10 calendar **days to contest the claim. If the family disputes the claim, the PHA will schedule an informal meeting with the owner and tenant in order to resolve the differences.**

> *** If the owner fails to attend the meeting, the PHA will consider this prima facie evidence of validity of the tenant's position.**
>
> *** If the tenant fails to attend the meeting, the PHA will proceed with its original determination.**
>
> *** Meetings** will not **be rescheduled if either party fails to attend.**

*** The PHA will schedule a Claim Review. If the family misses the Claim Review, another will not be scheduled unless there are extenuating circumstances.**

*** At the Claim Review, the amount and type of claim will be discussed with the family. If the family agrees with the amount and type of claim, the family will be offered a Repayment Agreement. If the family does not agree to sign a Payment Agreement, the PHA will process the account for collection.**

After a determination has been made, the PHA will notify the family in writing of the decision. If it has been determined that the family owes money, the PHA will pursue collection to repay either in a lump sum or through a payment agreement. The notice will warn the family that their assistance may be terminated and they may be denied future participation in the program if they do not reimburse the PHA as required.

Other Requirements for Claims Processing

INSTRUCTION: *For jurisdictions with state or local laws regarding security deposits.*

*** The PHA will require proof that the owner has complied with State and local laws applicable to security deposits before making payment on any claim.**

*** All notices to tenants during the processing of a claim must include proof of mailing or of personal delivery.**

*** Costs of filing eviction to remove the tenant or any other legal fees, may not be reimbursed.**

*** No claims will be paid for a unit which is vacant as the result of the landlord voluntarily moving a family to another unit owned by the same landlord.**

All unpaid rent, damage, and vacancy loss claim forms must be fully complete when they are submitted, and they must be submitted within ***30*** days of the date the owner learned of the move-out.

Chapter 18

OWNER OR FAMILY DEBTS TO THE PHA

[24 CFR 982.552]

INTRODUCTION

This Chapter describes the PHA's policies for the recovery of monies which have been overpaid for families, and to owners. It describes the methods that will be utilized for collection of monies and the guidelines for different types of debts. It is the PHA's policy 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 a family or owner, the file must contain documentation to support the PHA's claim that the debt is owed. The file must further contain written documentation of the method of calculation, in a clear format for review by the owner, the family or other interested parties.

When families or owners owe money to the PHA, the PHA will make every effort to collect it. The PHA will use a variety of collection tools to recover debts including, but not limited to:

- **Requests for lump sum payments**
- **Civil suits**
- **Payment agreements**
- **Abatements**
- **Reductions in HAP to owner**
- **Collection agencies**
- **Credit bureaus**
- **Income tax set-off programs**

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

INSTRUCTION: *The use of payment agreements for PHAs is optional.*

A Payment Agreement as used in this Plan is a document entered into between the PHA and a person who owes a debt to the PHA. It is similar to a promissory note, but contains more details regarding the nature of the debt, the terms of payment, any special provisions of the agreement, and the remedies available to the PHA upon default of the agreement.

*** The PHA will prescribe the terms of the payment agreement, including determining whether to enter into a payment agreement with the family based on the circumstances surrounding the debt to the PHA.**

*** There are some circumstances in which the PHA will not enter into a payment agreement. They are:**

- **If the family already has a Payment Agreement in place.**
- **If the PHA determines that the family committed program fraud.**
- **If the PHA determines that the debt amount is larger than can be paid back by the family** in a reasonable amount of time.

*** The maximum amount for which the PHA will enter into a payment agreement with a family is** $2,400.

*** The maximum length of time the PHA will enter into a payment agreement with a family is** 36 months.

*** The minimum monthly amount of monthly payment for any payment agreement is** $25.00.

*** The PHA will** determine on a case by case basis **the monthly payment.**

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 was due. If the due date is on a weekend or holiday, the due date will be at the close of the next business day.***

If the family's payment agreement is in arrears, the PHA will:

- ***Require the family to pay the balance in full***
- ***Pursue civil collection of the balance due***
- ***Terminate tenancy***

If the family requests a transfer to another unit and has a payment agreement in place and the payment agreement is not in arrears:

> **** The family will be permitted to move.***

Payment Schedule for Monies Owed to the PHA

Payment schedules will be established so that the total amount due is divided equally (rounded to the nearest dollar) by the number of months over which the debt will be paid. Special payment arrangements may be considered, and all arrangements will be in writing and signed by both parties.

The following provides guidelines for staff to follow in establishing a repayment schedule.

Amount Owed	***Maximum Term***
0-$400	***2-6months***
$401 - $800	***7-12 months***
$801 - $1,200	***13-18 months***
$1,201 -$1,600	***18-24 months***
$1,601 -$2,000	***25-30 months***
$2,001 -$2,400	***31 -36 months***

B. DEBTS OWED FOR CLAIMS [24 CFR 792.103, 982.552 (c)(v-vii)]

If a family owes money to the PHA for claims paid to an owner:

***The PHA will require the family to pay the amount in full.**

***The PHA** will **enter into a Payment Agreement.**

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 was due. If the due date is on a weekend or holiday, the due date will be at the close of the next business day.**

If the family's payment agreement is in arrears, and the family has not contacted or made arrangements with the PHA, the PHA will *may*:

*** Require the family to pay the balance in full**

*** Pursue civil collection of the balance due**

*** Terminate the housing assistance**

If the family requests a move to another unit and has a payment agreement in place for the payment of an owner claim, and the payment agreement is not in arrears:

*** The family will be permitted to move.**

If the family requests a move to another unit and is in arrears on a payment agreement for the payment of an owner claim:

*** The family will be required to pay the balance in full, or be terminated from the program.**

*** If the family pays the past due amount, they will be permitted to move.**

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

INSTRUCTION: *There are many ways in which PHAs differ in the treatment of the collection of monies due to misrepresentations and program fraud versus the collection of monies due to owner claims and the untimely reporting of increases in income. We are offering the option here of either treating all monies owed in the same manner, or treating them differently depending on the reason the money is owed.*

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

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

Family Error/Late Reporting

*** Families who owe money to the PHA due to the family's failure to report increases in income will be required to repay in a lump sum within** 60 **days. If the family pays the amount in full within this time period, the PHA** may **continue assistance to the family.**

Program Fraud

*** Families who owe money to the PHA due to program fraud will be required to repay the amount in full within** 60 **days. If the full amount is paid within this time period, and the family is still eligible, the PHA** may **continue assistance to the family.**

If a family owes an amount which equals or exceeds **$2,400** as a result of program fraud, the case will be referred to the Inspector General. Where appropriate, the PHA will refer the case for criminal prosecution.

Payment Procedures for Program Fraud

*** Families who commit program fraud** or untimely reporting of increases in income **will be subject to the following procedures:**

INSTRUCTION*: Select any compatible combination of the following choices.*

*** The duration of the agreement will not exceed the duration of the violation.**

*** The family will be required to pre-pay** 25% **of the amount owed prior to or upon execution of the payment agreement.**

*** The minimum monthly payment will be** $25.
*** The amount of the monthly payment will be determined in accordance with the family's current income.**

D. DEBTS DUE TO MINIMUM RENT TEMPORARY HARDSHIP

*** If the family owes the PHA money for rent arrears incurred during the minimum rent period, the PHA will calculate the total amount owed and divide it by** three (3) months **to arrive at a reasonable payback amount that the family will be required to pay to the PHA monthly in addition to the family's regular monthly rent payment to the owner. The family will be required to pay the increased amount until the arrears are paid in full to the PHA.**

*** Minimum rent arrears that are less than** $50 **will be required to be paid in full the first month following the end of the minimum rent period.**

*** The minimum monthly amount for a repayment agreement incurred for minimum rent arrears is** $25.

*** The PHA will not enter into a repayment agreement that will take more than** six (6) **months to pay off.**

*** If the family goes into default on the repayment agreement for back rent incurred during a minimum rent period, the PHA will reevaluate the family's financial situation and determine whether the family has the ability to pay the increased rent amount and if not, restructure the existing repayment agreement.**

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

*** Payment Agreements will be executed between the PHA and the** head of household and spouse**.**

*** The Repayment Agreement must be executed by the** Occupancy Specialist or designee**.**

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

*** A Payment Agreement will be considered to be in default when it is in arrears for** two (2) months.

*** The family's assistance will be terminated unless the PHA receives the balance of the payment agreement in full within the time stipulated on the termination notice.**

*** Monthly payments may be decreased in cases of family hardship and if requested with reasonable notice from the family, verification of the hardship, and the approval of the** Occupancy Specialist or Executive Director.

*** No move will be approved until the debt is paid in full unless the move is the result of the following causes, and the Payment Agreement is current:**

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

Additional Monies Owed: If the family already has a Payment Agreement in place and incurs an additional debt to the PHA:

*** The PHA** will not **enter into more than one Payment Agreement with the family.**

*** Additional amounts owed by the family will be added to the existing payment agreement.**

*** If a Payment Agreement is in arrears more than** 60 **days, any new debts must be paid in full.**

F. OWNER DEBTS TO THE PHA [24 CFR 982.453(b)]

If the PHA determines that the owner has retained Housing Assistance or Claim Payments the owner is not entitled to, the PHA may reclaim the amounts from future Housing Assistance or Claim Payments owed the owner for any units under contract.

If future Housing Assistance or Claim Payments are insufficient to reclaim the amounts owed, the PHA 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.**

G. WRITING OFF DEBTS

Debts will be written off if:

- **The debtor's whereabouts are unknown and the debt is more than two (2) years old.**
- **A determination is made that the debtor is judgment proof. * The debtor is deceased.**
- **The debtor is confined to an institution indefinitely or for more than two (2) years.**

Chapter 19

COMPLAINTS AND APPEALS

INTRODUCTION

The informal hearing requirements defined in HUD regulation are applicable to participating families who disagree with an action, decision, or inaction of the PHA. This Chapter describes the policies, procedures and standards to be used when families disagree with a PHA decision. The procedures and requirements are explained for preference denial meetings, informal reviews and hearings. It is the policy of the PHA to ensure that all families have the benefit of all protections due to them under the law.

A. COMPLAINTS TO THE PHA

The PHA will respond promptly to complaints from families, owners, employees, and members of the public. All complaints will be documented. The PHA **may** require that complaints other than HQS violations be put in writing. HQS complaints may be reported by telephone.

The PHA hearing procedures will be provided to families in the

briefing packet. **Categories of Complaints**

Complaints from families: If a family disagrees with an action or inaction of the PHA or owner.

Complaints from owners: If an owner disagrees with an action or inaction of the PHA or a family.

Complaints from staff: If a staff person reports an owner or family either violating or not complying with program rules, the complaint will be referred to the **Occupancy Specialist.**

Complaints from the general public: Complaints or referrals from persons in the community in regard to the PHA, a family or an owner.

> *** Complaints from the general public will be referred to the** Occupancy Specialist ***If a complaint is not resolved, it will be referred to** Executive Director**.**

B. PREFERENCE DENIALS [24 CFR 5.415]

INSTRUCTION: *The requirement to provide federal preferences has been removed from the CFR, but if the PHA denies a preference to an applicant, and the applicant disagrees with the decision, the PHA may want to offer the applicant an informal meeting. This is different from an Informal Review or Hearing. The person who made the decision to deny the preference, or any other PHA*

representative, may conduct the meeting. The meeting is limited only to the circumstances pertaining to the preference denial.

*** When the PHA denies a preference to an applicant, the family will be notified in writing of the specific reason for the denial and offered the opportunity for a meeting with PHA staff to discuss the reasons for the denial and to dispute the PHA's decision.**

The person who conducts the meeting will be:

*** Any officer or employee of the PHA including the person who made the decision;**

*** An employee of the PHA who is at or above the level of** Occupancy

Specialist; or ***An individual from outside the PHA.***

C. INFORMAL REVIEW PROCEDURES FOR APPLICANTS [24 CFR 982.54(d)(12), 982.554]

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

When the PHA determines that an applicant is ineligible for the program, the family must be notified of their ineligibility in writing. The notice must contain:

The reason(s) they are ineligible,

The procedure for requesting a review if the applicant does not agree with the decision and

The time limit for requesting a review.

When denying admission for criminal activity as shown by a criminal record, the PHA will provide the subject of the record and the applicant with a copy of the criminal record upon which the decision to deny was based.

The PHA must provide applicants with the opportunity for an Informal Review of decisions denying:

- Qualification for preference
- Listing on the PHA's waiting list
- Issuance of a Voucher
- Participation in the program
- Assistance under portability procedures

Informal Reviews are not required for established policies and procedures and PHA determinations such as:

- Discretionary administrative determinations by the PHA
- General policy issues or class grievances

- A determination of the family unit size under the PHA subsidy standards Refusal to extend or suspend a Voucher
- A PHA determination not to grant approval of the 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

Procedure for Review

A request for an Informal Review must be received **in writing** by the close of the business day, no later than **ten (10)** days from the date of the PHA's notification of denial of assistance. The informal review will be scheduled within **five (5)** days from the date the request is received.

The Informal Review may not be conducted by the person who made or approved the decision under review, nor a subordinate of such person.

The Review may be conducted by:

*** A staff person who is at the** supervisor **level or above**

*** An individual from outside the PHA**

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

A Notice of the Review findings will be provided in writing to the applicant within **seven (7) calendar** days after the review. It shall include the decision of the review officer, and an explanation of the reasons for the decision.

All requests for a review, supporting documentation, and a copy of the final decision will be retained in the family's file.
When the PHA makes a decision regarding the eligibility and/or the amount of assistance, applicants and participants must be notified in writing. The PHA will give the family prompt notice of such determinations which will include:

- The proposed action or decision of the PHA;
- The date the proposed action or decision will take place;
- The family's right to an explanation of the basis for the PHA's 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 the PHA’s hearing procedures

When terminating assistance for criminal activity as shown by a criminal record, the PHA will provide the subject of the record and tenant/participant with a copy of the criminal record upon which the decision to terminate was based.

D. INFORMAL HEARING PROCEDURES

The PHA must provide participants with the opportunity for an Informal Hearing for decisions related to any of the following PHA determinations:

- Determination of the family's annual or adjusted income and the computation of the housing assistance payment
- Appropriate utility allowance used from schedule
- Family unit size determination under PHA subsidy standards
- Determination to terminate assistance for any reason.
- Determination to terminate a family's FSS Contract, withhold supportive services, or propose forfeiture of the family's escrow account.

The PHA must always provide the opportunity for an informal hearing before termination of assistance.

Informal Hearings are not required for established policies and procedures and PHA determinations such as:

- Discretionary administrative determinations by the PHA
- General policy issues or class grievances
- Establishment of the PHA schedule of utility allowances for families in the program
- A PHA determination not to approve an extension or suspension of a voucher term
- A PHA determination not to approve a unit or lease
- A PHA determination that an assisted unit is not in compliance with HQS (PHA must provide hearing for family breach of HQS because that is a family obligation determination)
- A PHA determination that the unit is not in accordance with HQS because of the family size
- A PHA determination to exercise or not exercise any right or remedy against the owner under a HAP contract

Notification of Hearing

It is the PHA'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, the PHA will ensure that applicants and participants will receive all of the protections and rights afforded by the law and the regulations.

When the PHA receives a request for an informal hearing, a hearing shall be scheduled within **five (5)** days. The notification of hearing will contain:

The date and time of the hearing

The location where the hearing will be held

The family's right to bring evidence, witnesses, legal or other representation at the family's expense

The right to view any documents or evidence in the possession of the PHA upon which the PHA 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 or evidence must be received no later than** three (3) **days before the hearing date.**

A notice to the family that the PHA will request a copy of any documents or evidence the family will use at the hearing. *** Requests for such documents or evidence must be received no later than** three (3) **days before the hearing date.**

*** The PHA's Hearing Procedures**

**** After a hearing date is agreed to, the family may request to reschedule only upon showing "good cause," which is defined as an unavoidable conflict which seriously affects the health, safety or welfare of the family.***

**** If the family does not appear at the scheduled time, and did not make arrangements in advance, the PHA will automatically reschedule the hearing.***

**** If a family does not appear at a scheduled hearing and has not rescheduled the hearing in advance, the family must contact the PHA within [****number of****] hours, excluding weekends and holidays. The PHA will reschedule the hearing only if the family can show good cause for the failure to appear.***

Families have the right to:

Present written or oral objections to the PHA's determination.

Examine the documents in the file which are the basis for the PHA'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 PHA staff 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.

- **If the family requests copies of documents relevant to the hearing, the PHA will make the copies for the family and assess a charge of** $.10 **per copy. In no case will the family be allowed to remove the file from the PHA's office.**

In addition to other rights contained in this Chapter, the PHA 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 Hearing Officer appointed by the PHA who is neither the person who made or approved the decision, nor a subordinate of that person. The PHA appoints hearing officers who:

*** Are managers from other PHAs *housing agencies familiar with the Certificate and Voucher program regulations.***

The hearing shall concern only the issues for which the family has received the opportunity for hearing. Evidence presented at the hearing may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

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

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

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

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

A notice of the Hearing Findings shall be provided in writing to the PHA and the family within **five (5)** days and shall include:

A clear summary of the decision and reasons for the decision;

If the decision involves money owed, the amount owed **and documentation of the calculation of monies owed**;

The date the decision goes into effect.

The PHA is not bound by hearing decisions:

Which concern matters in which the PHA is not required to provide an opportunity for a hearing

Which conflict with or contradict to HUD regulations or requirements;

Which conflict with or contradict Federal, State or local laws; or

Which exceed the authority of the person conducting the hearing.

The PHA shall send a letter to the participant if it determines the PHA is not bound by the Hearing Officer's determination within **seven (7)** days. The letter shall include the PHA's reasons for the decision.

All requests for a hearing, supporting documentation, and a copy of the final decision will be retained in the family's file.

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

INSTRUCTION: *In accordance with the Quality Housing and Work Responsibility Act of 1998, PHAs may no longer elect not to comply with ("opt-out" of) the Noncitizen requirements (Part 5, Subpart E).*

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

Assistance to a family may not be terminated or denied while the PHA hearing is pending but assistance to an applicant may be delayed pending the PHA 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, the PHA notifies the applicant or participant within ten days of their right to appeal to the INS within thirty days or to request an informal hearing with the PHA either in lieu of or subsequent to the INS appeal.

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

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

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

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

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

All other complaints related to eligible citizen/immigrant status:

If any family member fails to provide documentation or certification as required by the regulation, that member is treated as ineligible. If all family members fail to provide, the family will be denied or terminated for failure to provide.

Participants whose termination is carried out after temporary deferral may not request a hearing since they had an opportunity for a hearing prior to the termination.

Participants whose assistance is pro-rated (either based on their statement that some members are ineligible or due to failure to verify eligible immigration status for some members after exercising their appeal and hearing rights described above) are entitled to a hearing based on the right to a hearing regarding determinations of tenant rent and Total Tenant Payment.

Families denied or terminated for fraud in connection with the non-citizens rule are entitled to a review or hearing in the same way as terminations for any other type of fraud.

F. MITIGATING CIRCUMSTANCES FOR APPLICANTS/PARTICIPANTS WITH DISABILITIES [24 CFR 982.204, 982.552(c)]

When applicants are denied placement on the waiting list, or the PHA is terminating assistance, the family will be informed that presence of a disability may be considered as a mitigating circumstance during the informal review process.

INSTRUCTION: *Examples of mitigating circumstances are: a) A person with a cognitive disorder may not have understood the requirement to report increases in income, b) A person may not understand the need to make regular repayments on a promissory note, c) Minor criminal records for public drunkenness may be due to medication; prior incarcerations for being disorderly may be emotional disorder.*

Chapter 20

SPECIAL HOUSING TYPES

[24 CFR 982.60 1]

INTRODUCTION

*** The PHA will permit the use of any special housing types in its program**

The PHA will not set aside any program funding for special housing types, or for a special housing type. *** A family may choose whether to rent housing that qualifies as a special housing type or to rent other eligible housing in accordance with requirements of the program.**

A. SINGLE ROOM OCCUPANCY [24 CFR 982.602]

*** HUD has determined that there** is **a demand for SROs in this area. Therefore, a single person** may **reside in an SRO housing unit.**

The PHA will use a separate lease and housing assistance payment contract for each assisted person residing in a SRO. [24 CFR 982.603]

SRO Rent and Housing Assistance Payment [24 CFR 982.604]

Voucher Program

The PHA SRO payment standard is 75 percent of the zero bedroom payment standard schedule. For a person residing in an exception area the payment standard is 75 percent of the HUD - approved zero bedroom exception payment 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 percent of the zero bedroom utility allowance.

Housing Quality Standards

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

B. CONGREGATE HOUSING [24 CFR 982.606]

N/A to SMHA at this time.

C. GROUP HOMES [24 CFR 982.610, 982.612]

N/A to SMHA at this time.

D. SHARED HOUSING [24 CFR 982.6 15]

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.

The PHA may approve a live-in aide to reside with a family in order to care for a person with a disability. The PHA 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.

Other persons 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 the PHA. However, housing assistance may not be paid on behalf of an owner. The PHA 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 dividing 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

For a family that resides in a shared housing unit the payment standard is the lower of the payment standard amount on the PHA payment standard schedule for the family unit size or the pro-rata portion of the payment standard amount on the PHA payment standard for the shared housing unit size.

If the PHA 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

The PHA 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]

N/A to SMHA at this time.

F. MANUFACTURED HOMES [24 CFR 982.620]

The PHA will permit a family to lease a manufactured home and space with assistance under the program. The PHA **will** provide assistance for a family that owns the manufactured home and leases only the space.

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

Housing Quality Standards [24 CFR 982.62 1]

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.

Manufactured Home Space Rental [24 CFR 982.622]

Rent to owner for a manufactured home space will include payment for maintenance services that the owner must provide to the tenant under the lease for the space.

Rent to owner does not include the cost of utilities and trash collection for the manufactured home. However, the owner may charge the family a separate fee for the cost of utilities or trash collection provided by the owner.

Reasonable Rent

During the assisted tenancy, the rent to owner for the manufactured home space may not exceed a reasonable rent as determined by the PHA.

The PHA will not approve a lease for a manufactured home space until the PHA has determined that the initial rent to owner for the space is a reasonable rent. At least annually during the assisted tenancy, the PHA will redetermine that the rent is reasonable.

The PHA will determine whether the rent to owner for a manufactured home space is a reasonable rent in comparison to rents for other comparable manufactured home spaces. The PHA will consider the size and location of the space and any services and maintenance provided by the owner in accordance with the lease.

By accepting each monthly housing assistance payment from the PHA, the owner of the manufactured home space certifies that the rent to owner for the space is not more than rent charged by the owner for unassisted rental of comparable spaces in the same manufactured home park or elsewhere. If requested by the PHA, the owner must provide the PHA information on rents for other manufactured home space.

Housing Assistance Payments for Manufactured Home Space [24 CFR

982.623] **HAP for the Voucher Tenancy**

There is a separate FMR for a family renting a manufactured home space. The payment standard is used to calculate the monthly housing assistance payment for a family. The FMR for rental of a manufactured home space is generally 40 percent of the published FMR for a two - bedroom unit.

Subsidy Calculation for the Voucher Program

During the term of a Voucher tenancy, the amount of the monthly housing assistance payment for a family will equal the lesser of:

The payment standard minus the total tenant payment; or

The rent paid for rental of the real property on which the manufactured home owned by the family is located (the space rent) minus the total tenant payment.

The space rent is the sum of the following as determined by the PHA:

Rent to owner for the manufactured home space;

Owner maintenance and management charges for the space;

The utility allowance for tenant paid utilities.

Utility Allowance Schedule for Manufactured Home Space Rental [24 CFR 982.624]

The PHA will establish utility allowances for manufactured home space rental. For the first twelve months of the initial lease term only, the allowances will include a reasonable amount for utility hook-up charges payable by the family, if the family actually incurs the expenses because of a move.

Allowances for utility hook-up charges do not apply to a family that leases a manufactured home space in place.

Utility allowances for manufactured home space will not be applied to cover the costs of digging a well or installation of a septic system.

G. HOMEOWNERSHIP

Effective Tuesday, July 13, 2010, Sandusky Metropolitan Housing Authority established a Housing Choice Voucher homeownership option in Fremont, Ohio, pursuant to the US Department of Housing and Urban Development's (HUD) final rule.

Eligibility Criteria

Twenty-five (25) Housing Choice Voucher (HCV - Section 8) program participants who have been issued a Housing Choice Voucher may utilize the subsidy to purchase rather than rent a home, subject to the following requirements:

A family must meet the general requirements for continued participation in the SMHA's Housing Choice Voucher tenant-based programs.

Current Housing Choice Voucher program participants must be in full compliance with their lease and program requirements and must terminate their current lease arrangement in compliance with the lease.

The family satisfies any first time homebuyer requirements where a family member must not have owned title to a principal residence in the last three years (also includes single parent or displaced homemaker who, while married, owned a home with spouse or resided in home owned by spouse). Residents of limited equity cooperatives are eligible for homeownership option.

If a family member previously received assistance under the homeownership option, and has defaulted on a mortgage securing debt incurred to purchase the home, they shall be barred from participation.

Except for cooperative members who have acquired cooperative membership shares prior to commencement of homeownership assistance, no family member has a present ownership interest in a residence at the commencement of homeownership assistance for purchase of a home.

Participants in the Housing Choice Voucher homeownership option must enroll in the homeownership education and learning program pre-purchase and post-purchase homeownership-counseling program and be deemed to be "mortgage ready" before a homeownership voucher will be issued. At a minimum, the counseling will cover the following:

- Home maintenance;
- Budgeting and money management;
- Credit Counseling;
- How to negotiate the purchase price;
- How to obtain homeownership financing;
- How to find a home; and
- Advantages of purchasing and how to locate a home in an area that does not have a high concentration of low-income families.

A family that includes a member who is a person with disabilities may be eligible to use the homeownership option as a reasonable accommodation so that the program is readily accessible to and usable by such a person.

The family satisfies the employment requirements.

The family has not defaulted on a mortgage securing debt to purchase a home under the homeownership option.

Except for cooperative members who have acquired cooperative membership shares prior to the commencement of homeownership assistance, the family has entered a contract of sale.

Homeownership Down Payment

The Housing Authority has established a minimum homeowner down payment of at least three percent (3%) of the purchase price and requires that one percent (1%) of the purchase price come from the family's personal resources. However, the Housing Authority may wish to waive the one percent (1%) from the family's personal resources if it has coordinated down payment assistance with other available community resources.

Continued Assistance Requirements

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

The family must comply with the following obligations:

To the extent required by SMHA, the family must attend and complete ongoing homeownership and housing counseling.

The family must comply with the terms of any mortgage securing debt incurred to purchase the home (or any refinancing of such debt).

So long as the family is receiving homeownership assistance, the family may not sell, convey, or transfer any interest in the home to any entity or person other than a member of the assisted family residing in the home.

The family may grant a mortgage on the home for debt incurred to finance the purchase of the home or any refinancing of such debt.

Upon death of a family member who holds, in whole or in part, title to the home or ownership of cooperative membership shares for the home, homeownership assistance may continue pending settlement by the decedent's executor or legal representative, so long as the home is solely occupied by remaining family members.

So long as the family is receiving homeownership assistance, the family must supply required information regarding income and family composition in order to correctly calculate the total tenant payment.

The family must supply any information on any mortgage or other debt incurred to purchase the home, any refinancing of such debt, any sale or other transfer of any interest in the home, or the family's homeownership expenses.

The family must notify SMHA in writing within thirty (30) days of the action, if the family defaults on a mortgage securing any debt incurred to purchase the home.

The family must notify SMHA in writing within thirty (30) days before the family moves out of the home.

During the time the family receives homeownership assistance, no family member may have any ownership interest in any other residential property.

At the time of annual re-certification, the family must document that he or she is current on mortgage, insurance, and utility payments.

The family may not take out a home equity loan without prior written consent from SMHA.

The family must comply with family obligations under the Housing Choice Voucher

program. The family may not sublet or lease the home.

The family (including each family member) must not commit fraud, bribery or any other corrupt or criminal action in connection with the program.

The family (including each family member) must not participate in illegal drug or violent criminal activity.

Family Obligations

Before commencement of homeownership assistance, the family must execute a statement of family obligations in the form described by HUD. In the statement, the family agrees to comply with all family obligations under the homeownership option.

Time Frame of Utilization

A participating family must locate a home and sign a sales contract within one hundred and eighty (180) days.

If a participating family is unable to enter into a 'Contract of Sale' before the end of the one hundred eighty (180) day deadline, the family will be provided an additional ninety (90) days to enter into a “Contract of Sale".

Any extension beyond the two hundred seventy (270) days will be at the discretion of the Case Manager.

Portability

Families that are determined eligible for homeownership assistance may exercise the homeownership option outside of SMHA's jurisdiction if the receiving public housing authority is administering a Housing Choice Voucher homeownership program and is accepting new families into its Housing Choice Voucher homeownership program.

Income Eligibility

The family must demonstrate that the annual income (gross income) of the adult family members who will own the home at commencement of homeownership assistance is not less than the Federal minimum hourly wage multiplied by two thousand (2,000) hours. (Families in which the head of household or spouse is disabled or elderly are exempt from this requirement. Families with a disabled household member may request an exemption as a reasonable accommodation.)

Except in the case of an elderly family or disabled family, the Housing Authority shall not count any welfare assistance received by the family in determining annual income.

The disregard welfare assistance income only effects the determination of minimum annual income used to determine if a family initially qualifies for commencement of homeownership assistance, but it does not affect the determination of income eligibility for admission to the voucher program, calculation of the amount of total tenant payment, or calculation of the amount of homeownership assistance payments on behalf of the family.

Employment Requirements

The family must demonstrate that one or more adult members of the family who will own the home at commencement of homeownership assistance:

Is currently employed on full time basis (the term “full time employment" means not less than an average of thirty (30) hours per week) and has been continuously employed so during the year before commencement of homeownership assistance for the family. The employment requirement does not apply to elderly family or a disabled family. Furthermore, if a family other than elderly family or a disabled family, includes a person with disabilities, the housing authority shall grant an exemption from the employment requirement if the housing authority determines that an exemption is needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities.

Unit Eligibility

Housing Authority must determine that the unit is eligible.

The unit was either under construction or already existing at the time the Housing Authority determined that the family eligible for homeownership assistance to purchase the unit.

The unit is a one-unit property.

The unit has been inspected by the Housing Authority's inspector and by an independent inspector designated by the family.

The unit satisfies HUD's Housing Quality Standards (HQS).

The participant must determine and document whether or not the unit is in an airport runway clear zone or an airfield clear zone.

The participant must determine and document whether or not the unit is in a flood hazard area. Units in flood hazard areas must be insured for flood damage.

The Housing Authority may not approve a unit if the Housing Authority has been informed (by HUD or otherwise) that the seller is debarred, suspended, or subject to limited denial of participation.

Special Housing Type

Families are not permitted (including families that move into the HA program under portability procedures) to use the following special housing type:

- Congregate Housing
- Group home
- Shared housing
- Cooperative housing (excludes families that are not cooperative members)
- Manufactured homes
- Single room occupancy (SRO)

Independent Inspections

An independent professional inspector, selected by and paid for by the family, must inspect the unit. The independent inspector may not be a Housing Authority employee, Housing Authority contractor, or other person under the control of the Housing Authority. The independent inspection must cover major building systems and components, including foundation and structure, housing interior and exterior, roofing, plumbing, electrical, and heating systems. The independent inspector must be qualified to report on property conditions, including major building systems and components.

The independent inspector must provide a copy of the inspection report of the inspection report to both the family and the Housing Authority. The Housing Authority may not commence homeownership assistance for the family until the Housing Authority has reviewed the inspection report of the independent inspector. Even if the unit otherwise complies with the HQS (and may qualify for assistance under the Housing Authority's tenant base rental voucher program), the Housing Authority shall have discretion to disapprove the unit for assistance under the homeownership option because of information in the inspection report.

Contract of Sale

Before commencement of homeownership assistance, a member or members of the family must enter into a "Contract of Sale" with the seller of the unit to be acquired by the family. The family must give the Housing Authority a copy of the sale of contract, except for cooperative members who have acquired cooperative shares prior to commencement of homeownership assistance.

The contract of sale must:

- Specify the price and other terms of sale by the seller to the purchaser.

- Provide that the purchaser will arrange for a pre-purchase inspection of the dwelling unit by an independent inspector selected by the purchaser.
- Provide that the purchaser is not obligated to purchase the unit unless the inspection is satisfactory to the purchaser.
- Provide that purchaser is not obligated to pay for any necessary repairs.
- Contain a certification from the seller that the seller has not been debarred, suspended, or subject to a limited denial of participation.

Lease Purchase Agreement

A family leasing a unit with assistance under the program may enter into an agreement with an owner to purchase the unit. So long as the family is receiving such rental assistance, all requirements applicable to families otherwise leasing units under the tenant-based program apply. Any homeownership premium included in the rent to the owner that results in a higher subsidy amount than would otherwise be paid by SMHA must be absorbed by the family.

In determining whether the rent to owner for a unit subject to a lease-purchase agreement is a reasonable amount, any homeownership premium paid by the family to the owner must be excluded when the Housing Authority determines rent reasonableness.

Permitted Ownership Arrangements

The homeownership option may be utilized in two types of housing:

A unit to be owned by the family, where one or more family members hold title to the home.

A cooperative unit, where one or more family members hold membership shares in the cooperative.

Financing

The household is responsible for obtaining financing. Financing must comply with secondary mortgage market underwriting requirements.

If financed with FHA mortgage insurance, such financing is subject to FHA mortgage insurance requirements. If the purchase of home is financed without FHA mortgage insurance requirements, FHA mortgage insurance requirements are not applicable.

Seller financing and balloon payments are prohibited forms of financing.

Voucher funds may not be used to assist with financing costs (down payment, closing cost, etc.)

Assistance Payment

The payment standard determines maximum subsidy in the voucher program. The Housing Authority will use the same voucher program payment standard amounts for homeownership. Payment standards are the greater of: (1) the payment standard at the commencement of homeownership assistance; or, (2) the payment standard at most recent re-examination since commencement of homeownership assistance.

The family's Housing Choice Voucher homeownership assistance payment (HAP) will be the lower of: (1) the Housing Choice Voucher payment standard minus the total tenant payment; or, (2) the monthly homeownership expenses minus the total tenant payment. SMHA will annually re-examine family income and composition and make appropriate adjustments to the amount of the monthly housing assistance payment.

Forty percent of adjusted monthly income limitation does not apply to homeownership families. If the homeownership expenses exceed the payment standard, the family will pay the difference, out-of-pocket, in addition to the total tenant payment.

If the family's income increases to a point that they do not receive an assistance payment, eligibility for such payments will continue for 180 calendar days. At the end of a continuous period of 180 days without any assistance payments, eligibility for Housing Choice Voucher assistance will automatically terminate.

Homeownership Expenses

Housing assistance payments will be made directly to the lender. If the housing assistance payment is greater than the mortgage payment, maintenance allowance, and tax/insurance escrow payments; the difference will be paid to the family.

Homeownership expenses include principal and interest for initial mortgage debt, real estate taxes, mortgage insurance, home insurance, utility allowance from rental voucher program, and the SMHA allowance for routine maintenance cost.

Maximum Term of Homeownership Assistance

Housing Choice Voucher assistance will only be provided for the months the family is in residence in the home. The maximum length of time a family may receive homeownership assistance is fifteen (15) years if the initial mortgage incurred to finance purchase of the Home has a term of twenty (20) years or longer. In all other cases the maximum term is ten (10) years. Elderly and disabled families are exempt from this time limit.

Maximum term of homeownership assistance applies to the total time a family receives homeownership assistance, regardless of whether the family purchases another home.

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

Has an ownership interest in the unit during the time that homeownership payments are made; or,
Is the spouse of any member of the household who has an ownership interest in the unit during the time homeownership payments are made; or,
If, during the course of homeownership assistance, the family ceases to qualify as a disabled or elderly family, the maximum term becomes applicable from the date homeownership assistance commenced. However, such a family must be provided at least six (6) months of homeownership assistance after the maximum term becomes applicable (provided the family is otherwise eligible to receive homeownership assistance in accordance with this part).

Move To A New Unit

Families are prohibited from moving to a new unit if they own title or interest in the prior home, have not resided in the home for one (1) year, and/or if the family has failed to comply with all initial requirements.

A homeownership family may purchase another home with Housing Choice Voucher assistance provided there is no mortgage loan default and the family is in compliance with the statement of homeowner obligations.

Limitations

Twenty-five (25) families will be assisted with homeownership assistance. At the discretion of the Housing Authority, this number may be increased.

Defaults

If a participant in the Homeownership Option defaults on his or her home mortgage loan, the participant will not be able to use his or her homeownership voucher for continued rental housing, but may reapply for the Housing Choice Voucher waiting list at such time as the Housing Choice Voucher waiting list is open to accept applications.

Denial or Termination of Assistance

SMHA shall deny or terminate homeownership assistance for the following reasons:

- Failure to comply under basic voucher program rules.
- Failure to comply with family obligations.
- Mortgage default.

Chapter 21

LEAD BASED PAINT REQUIREMENTS AND RESPONSIBILITIES

Regulation Background

In the late 1970s, 24 CFR Part 35 was developed, explaining the procedures for the inspection and treatment of painted surfaces in HUD assisted housing. On September 15, 2000, new lead-based paint regulations became effective, combining Title X of the Housing and Community Development Act of 1992 with 24 CFR Part 35. The new 24 CFR Part 35 explains how to identify lead-paint hazards, notify occupants of the existence of lead-paint hazards, and control lead-based paint hazards to reduce lead poisoning among young children.

The following subparts of 24 CFR Part 35 apply to the HCV program:

- Subpart A, Disclosure;
- Subpart B, General Lead-Based Paint Requirements and Definitions;
- Subpart M, Tenant-Based Rental Assistance; and
- Subpart R, Methods and Standards for Performing Lead Hazard Evaluation and Reduction Activities.

A. APPLICABLE AND EXEMPT UNITS

Applicable Units

Lead-based paint requirements apply to:

- dwellings built before January 1, 1978; and
- occupied or to be occupied by assisted families with one or more children under age six.

Within these units, the requirements apply to:

- the unit interior and exterior paint surfaces associated with the assisted unit; and the common areas servicing the unit, including those areas through which residents must pass to gain access to the unit, and other areas frequented by resident children less than six ,such as play areas, and child care facilities. Common areas also include garages and **fences on the assisted property**.

Exempt Units

The following housing is exempt from the lead-based paint regulations:

- units built after December 31, 1977;
- Zero (0) bedroom and Single Room Occupancy (SRO) units;
- housing built for the elderly or persons with disabilities, unless a child under age six (6) resides or is expected to reside in such housing;
- property for which a paint inspection was completed in accordance with the new regulations and certified to have no lead-based paint;
- property in which all lead-based paint was identified, removed, and received clearance in accordance with the new regulations.

B. REQUIREMENTS FOR CHILDREN WITH ENVIRONMENTAL INTERVENTION BLOOD LEAD LEVEL (EIBLL)

HUD has defined environmental intervention blood lead level (EIBLL) as a confirmed concentration of lead in whole blood equal or greater than 20 ug/dL (microgram of lead per deciliter) for a single test or 15-19 ug/dL in two tests taken at least three (3) months apart in children under age six.

Notification

The county health department will notify the PHA, on a quarterly basis, of an EIBLL child living in a program unit. The health department will provide a list of addresses where an EIBLL child resides. The PHA will check the health department's list of addresses against the HCV Program addresses for any matches.

If a person other than the health department contact person notifies the PHA of an EIBLL child, the PHA will contact the health department within three (3) business days to verify the information. If the health department verifies the information is correct, the PHA will proceed to complete a risk assessment of the unit, common areas, and exterior surfaces. This work will NOT be completed if the health department has already conducted an evaluation between the date the child's blood was last sampled and the receipt of notification of the child's condition.

Risk Assessment

Within 15 days of notification by the county health department or medical health care provider of an EIBLL child, the PHA will complete a risk assessment of the dwelling unit, including common areas, if the child lived in the unit at the time the child's blood was sampled, and exterior surfaces. The assessment includes dust and soil sampling, visual evaluation, and may include paint inspections.

The PHA will provide a copy of the risk assessment report to the owner. The report explains the results of the investigation, as well as options and requirements for reducing lead-based paint hazards.

The owner must notify building residents of the results of the assessment within 15 days of receipt of the report from the PHA (See also Part D. Owner Requirements). *(Summary Notice of Lead-Based Paint Risk Assessment)*

Risk assessors will have (Ohio) state-approved training.

Hazard Reduction

The risk assessment will identify the appropriate method of correction of any hazards found. The activities may include paint stabilization, abatement, interim controls, or dust and soil contamination control. Hazard reduction is considered complete when a clearance examination has been completed and that report indicates that all identified hazards have been treated and clearance has been achieved, or when the health department certifies that the hazard reduction is complete.

Failure to complete hazard reduction activities (including clearance) within 30 days (or later if the PHA has granted an extension) of notification constitutes a violation of HQS, and appropriate action against the owner will be taken if a program family occupies the unit. If the unit is vacant when the PHA notifies the owner, the unit may not be reoccupied by another HCV assisted family, regardless of the ages of children in the family, until the unit complies with the lead-based paint requirement.

See D. Owner Requirements for more information.

C. PHA REQUIREMENTS

The PHA is responsible for the activities described

below. **Visual Assessment for Deteriorated Paint**

During the initial and annual inspections of pre-1978 units that are occupied or will be occupied by families with children under six (6) years of age, the PHA will conduct a visual inspection for deteriorated paint surfaces at these locations:

- all unit interior and exterior painted surfaces associated with the assisted unit; and
- common areas such as common hallways, access and egress areas, playgrounds, child-care facilities, or other areas including fences and garages frequented by children under age six (6).

Deteriorated paint surfaces are defined as interior or exterior paint or other coating that is peeling, chipping, flaking, cracking, is otherwise damaged or has separated from the substrate of the surface or fixture.

The inspection will be conducted by an HQS inspector or other party designated by the PHA. Inspectors will be trained in visual assessment in accordance with procedures established by HUD. (A visual assessment training course is available on the Office of Healthy Homes and Lead Hazard Control's website.)

Stabilization of Deteriorated Paint Surfaces

If the Inspector identifies deteriorated paint surfaces, the PHA will notify and require the owner to perform stabilization of the surfaces within thirty (30) days of notification in occupied units and before commencement of an assisted tenancy. If weather conditions prevent stabilization of deteriorated paint surfaces on exterior surfaces within the 30 - day period, stabilization may be delayed for a reasonable time. In northwest Ohio, the weather conditions between November and April would typically be a time where exterior work would be difficult or impossible. A decision to allow an extension may be made by the Inspector with the Occupancy Specialist's approval. (More in formation in section titled "Owner Requirements)

The PHA will cover the cost of the first clearance examination. The owner covers funds for the cost of subsequent tests.

The PHA is responsible for clearance activities. Clearance examinations will be performed by persons who have state-approved training and are licensed or certified to perform clearance examination.

PHA Data Collection and Record Keeping

Quarterly, the PHA obtains from the county health department the addresses of children under age six with an identified EIBLL. The PHA matches information received form the health department with information about program families. If a match occurs, the PHA follows all procedures for notifying owners and conducting risk assessments as stated above.

(***TO BE DETERMINED)*** Quarterly, the PHA will report to the county health department a list of addresses of units occupied by children under age six.

PHA staff is trained in the requirements for lead-based paint and is available to answer questions from owners about processes and requirements.
The PHA informs owners of lead-based paint regulations especially those related to prohibited and safe work practices, tenant protection during lead-based paint activities, and notification requirements. The PHA includes information about these requirements in mailings and other written information that is available to owners.

Risk assessors conducting risk assessments involving EIBLL children issue a report on any needed corrections and appropriate methods to correct lead hazards. The PHA notifies the owner of the deadline for completing the corrections.

The PHA has developed a tracking report to track known EIBLL children until the child reaches age six. This will assure that all PHA required activities are addressed in a timely manner and that inspections conducted on behalf of the family include the inspection for deteriorated paint.

Units that have not been certified to be clear of lead paint hazards will not be placed on the list of vacant units that is available to HCV Program applicants and participants.

D. OWNER REQUIREMENTS

Notification and Disclosure of Lead-based Paint Hazards Prior to Occupancy

Before a lease may be executed, the owner or owner's agent must disclose any knowledge of lead-based paint or lead-based paint hazards in housing built prior to 1978. The disclosure must be given to all prospective residents (See sample Disclosure Notice).

The PHA must be provided with a copy of the disclosure notice. The owner should keep the original. Then tenant should have a copy also.

Other Written Material Related to Lead-Based

Paint The owner must also provide:

- all prospective families with a copy of *Protect Your Family From Lead in Your Home;* and/or
- each time stabilization of deteriorated surfaces is performed (details below), information about the conduct of lead hazard reduction activities and clearance (if clearance is required); and/or
- as part of ongoing maintenance, (details below) written notice to each Voucher assisted family asking occupants to report deteriorated paint. The notice must include the name, address, and phone number of the person responsible for accepting the occupant's complaint.

Stabilization of deteriorated Paint Surfaces

Owner requirements for compliance with a PHA's paint stabilization notice differ, depending upon the amount of deteriorated paint surface to be corrected. The use of lead-safe work practices during paint stabilization activities are characterized as above or below de minimis levels. De minimis deteriorated paint surfaces are as follows:

- 20 square feet on exterior surfaces;
- 2 square feet on an interior surface in a single room or interior space; or
- 10 percent of individual small components (e.g., window skills) on the interior or exterior.

Owners must perform paint stabilization on all deteriorated paint surfaces *regardless of the size of the deteriorated surface.*

Paint stabilization is defined as:

- the repair of any physical defect in the substrate of the painted surface or building component. Examples of defective substrate conditions include dry-rot, rust, moisture-related defects, crumbling plaster, missing siding, or other components not securely fastened;
- the removal of all loose paint and other loose material from the surface being treated; and
- the application of a new protective coat of paint to the stabilized surface.

If the amount of deteriorated paint is BELOW the de minimis level, the owner will perform paint stabilization. HOWEVER, owners are not required to perform lead-safe work practices and clearance.

If the amount of deteriorated paint is ABOVE de minimis levels, the owner will perform additional activities to correct the problem and comply with HUD lead - based paint requirements, including:

- conducting stabilization activities with trained staff;
- employing acceptable methods for preparing the surface to be treated, including wet scraping, wet sanding, and power sanding performed in conjunction with a HEPA filtered local exhaust attachment operated according to manufacturer's instruction;
- dry sanding and dry scraping is only permitted within one (1) square foot of electrical outlets;
- protecting the occupants and their belongings from contamination;
- notifying occupants at least fifteen (15) days before the stabilization activity begins, and providing the results of the clearance examination. (See *Summary Notice of Completion of Lead-Based Paint Hazard Reduction Activity*)

The PHA will cover the cost of the first clearance examination. The owner covers funds for the cost of subsequent tests.

The PHA is responsible for clearance activities. (See PHA Requirements)

The owner MAY NOT EMPLOY any paint stabilization methods that are strictly prohibited by federal, state, or local law, such as:

- open flame burning and torching;
- machine-sanding or grinding without a high-efficiency particulate air (HEPA) local exhaust control;
- heat guns operating above 1,100 degrees Fahrenheit;
- abrasive blasting or sandblasting without HEPA exhaust control;
- dry sanding and scraping except under limited conditions (w/in one (1) square foot of electrical outlets) as stated above for limited areas; and
- paint stripping in poorly ventilated space using a volatile stripper or a hazardous chemical as defined by Occupational Safety and Health Administration (OSHA).

Failure to comply with paint stabilization requirements, regardless of the amount of deteriorated surface, will result in disapproval of the tenancy, abatement of payment to the owner, and/or termination of the HAP contract. The HQS violation for paint stabilization is considered closed when the PHA receives an executed copy of the *Lead Based Paint Owner's Certification*.

When a Child is Discovered with Environmental Intervention Blood Lead Level

Also see section B., Requirements for Children with Environmental Intervention Blood Lead Level (EIBLL).

When a child under six years of age is found with EIBLL, and it has been determined that the EIBLL is the result of lead-based paint hazards in the assisted unit, the owner must complete the following:

- notify building residents of the results of the risk assessment within 15 days of receipt of the report from the PHA (*Summary Notice of Lead-Based Paint Risk Assessment)*;
- reduce the identified lead-based paint hazards as identified in the risk assessment within 30 days (or a date specified by the PHA if an extension is granted for exterior surfaces);
- notify all building residents of any hazard reduction activities within 15 days of completion of activities (*Summary Notice of Completion of Lead-Based Paint Hazard Reduction Activities);* and
- provide the PHA with the certification showing compliance with lead hazard reduction activities (*Owner's Certification)*.

Ongoing Maintenance

In addition to the visual assessment completed by the HQS inspector, the owner must conduct a visual assessment for deteriorated paint and failure of any hazard reduction measures at unit turnover and every 12 months of continued occupancy.

The owner must make corrections of deteriorated paint and any failed lead hazard reduction measures. Correction methods are the same as those for paint stabilization activities discussed earlier.

The owner must provide written notice to each assisted family asking occupants to report deteriorated paint. The notice must include the name, address, and phone number of the person responsible for accepting the occupant's complaint (See Other Related Material Related to Lead-based Paint above).

The owner must certify that this requirement is being met by presenting the owner's certification to the PHA before the execution of the lease and at annual inspection (*Owner's Certification).*

E. LEAD-BASED PAINT UPDATED TO FINAL RULE OF 01/13/2017 AS APPLICABLE TO SUBPART M—TENANT-BASED RENTAL ASSISTANCE

(Reference §35.1200)
Purpose and applicability.

(a) Purpose. The purpose of this subpart M is to establish procedures to eliminate as far as practicable lead-based paint hazards in housing occupied by families receiving tenant-based rental assistance. Such assistance includes tenant-based rental assistance under the Section 8 certificate program, the Section 8 voucher program, the HOME program, the Shelter Plus Care program, the Housing Opportunities for Persons With AIDS (HOPWA) program, and the Indian Housing Block Grant program. Tenant-based rental assistance means rental assistance that is not attached to the structure.

(b) Applicability.

(1) This subpart applies only to dwelling units occupied or to be occupied by families or households that have one or more children of less than 6 years of age, common areas servicing such dwelling units, and exterior painted surfaces associated with such dwelling units or common areas. Common areas servicing a dwelling unit include those areas through which residents pass to gain access to the unit and other areas frequented by resident children of less than 6 years of age, including on-site play areas and child care facilities.

(2) For the purposes of the Section 8 tenant-based certificate program and the Section 8 voucher program:

(i) The requirements of this subpart are applicable where an initial or periodic inspection occurs on or after September 15, 2000; and
(ii) The PHA shall be the designated party.

(3) The housing agency may assign to a subrecipient or other entity the responsibilities of the designated party in this subpart which in some circumstances with Sandusky MHA are the Sandusky County Health Department, Ottawa County Health Department, and/or the Ohio Department of Health.

(Reference §35.1205)
Definitions and other general requirements.

Abatement means any set of measures designed to permanently eliminate lead-based paint or lead-based paint hazards (see definition of "permanent"). Abatement includes:

(1) The removal of lead-based paint and dust-lead hazards, the permanent enclosure or encapsulation of lead-based paint, the replacement of components or fixtures painted with lead-based paint, and the removal or permanent covering of soil-lead hazards; and
(2) All preparation, cleanup, disposal, and post abatement clearance testing activities associated with such measures.

Act means the Lead-Based Paint Poisoning Prevention Act, as amended, 42 U.S.C. 4822 et seq.

Bare Soil means soil or sand not covered by grass, sod, other live ground covers, wood chips, gravel, artificial turf, or similar covering.

Certified means certified to perform such activities as risk assessment, lead-based paint inspection, abatement supervision, or renovation, either by a State or Indian tribe with a lead-based paint certification program authorized by the Environmental Protection Agency (EPA), in accordance with 40 CFR part 745, subpart Q, or by the EPA, in accordance with 40 CFR part 745, subparts E or L.

Chewable Surface means an interior or exterior surface painted with lead-based paint that a young child can mouth or chew. A chewable surface is the same as an "accessible surface" as defined in 42 U.S.C. 4851b(2)). Hard metal substrates and other materials that cannot be dented by the bite of a young child are not considered chewable.

Clearance Examination means an activity conducted following lead-based paint hazard reduction activities to determine that the hazard reduction activities are complete and that no soil-lead hazards or settled dust-lead hazards, as defined in this part, exist in the dwelling unit or worksite. The clearance process includes a visual assessment and collection and analysis of environmental samples. Dust-lead standards for clearance are found at §35.1320.

Common Area means a portion of a residential property that is available for use by occupants of more than one dwelling unit. Such an area may include, but is not limited to, hallways, stairways, laundry and recreational rooms, playgrounds, community centers, on-site day care facilities, garages and boundary fences.

Component means an architectural element of a dwelling unit or common area identified by type and location, such as a bedroom wall, an exterior window sill, a baseboard in a living room, a kitchen floor, an interior window sill in a bathroom, a porch floor, stair treads in a common stairwell, or an exterior wall.

Composite Sample means a collection of more than one sample of the same medium (e.g., dust, soil or paint) from the same type of surface (e.g., floor, interior window sill, or window trough), such that multiple samples can be analyzed as a single sample.

Containment means the physical measures taken to ensure that dust and debris created or released during lead-based paint hazard reduction are not spread, blown or tracked from inside to outside of the worksite.

Designated Party means a Federal agency, grantee, subrecipient, participating jurisdiction, housing agency, Indian Tribe, tribally designated housing entity (TDHE), sponsor, or property owner responsible for complying with applicable requirements.

Deteriorated Paint means any interior or exterior paint or other coating that is peeling, chipping, chalking or cracking, or any paint or coating located on an interior or exterior surface or fixture that is otherwise damaged or separated from the substrate.

Dry Sanding means sanding without moisture and includes both hand and machine sanding.

Dust-lead Hazard means surface dust that contains a dust-lead loading (area concentration of lead) equal to or exceeding the levels promulgated by the EPA at 40 CFR 745.65 or, if such levels are not in effect, the standards for dust-lead hazards in §35.1320.

Dwelling Unit means a:
(1) Single-family dwelling, including attached structures such as porches and stoops; or
(2) Housing unit in a structure that contains more than 1 separate housing unit, and in which each such unit is used or occupied, or intended to be used or occupied, in whole or in part, as the home or separate living quarters of 1 or more persons.

Elevated Blood Lead Level means a confirmed concentration of lead in whole blood of a child under age 6 equal to or greater than the concentration in the most recent guidance published by the U.S. Department of Health and Human Services (HHS) on recommending that an environmental intervention be conducted. (When HHS changes the value, HUD will publish a notice in the Federal Register, with the opportunity for public comment, on its intent to apply the changed value to this part, and, after considering comments, publish a notice on its applying the changed value to this part.)

Encapsulation means the application of a covering or coating that acts as a barrier between the lead-based paint and the environment and that relies for its durability on adhesion between the encapsulant and the painted surface, and on the integrity of the existing bonds between paint layers and between the paint and the substrate. Encapsulation may be used as a method of abatement if it is designed and performed so as to be permanent (see definition of "permanent").

Enclosure means the use of rigid, durable construction materials that are mechanically fastened to the substrate in order to act as a barrier between lead-based paint and the environment. Enclosure may be used as a method of abatement if it is designed to be permanent (see definition of "permanent").

Environmental Investigation means the process of determining the source of lead exposure for a child under age 6 with an elevated blood lead level, consisting of administration of a questionnaire, comprehensive environmental sampling, case management, and other measures, in accordance with chapter 16 of the HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing ("Guidelines").

Evaluation means a risk assessment, a lead hazard screen, a lead-based paint inspection, paint testing, or a combination of these to determine the presence of lead-based paint hazards or lead-based paint, or an environmental investigation.

Expected to reside means there is actual knowledge that a child will reside in a dwelling unit reserved or designated exclusively for the elderly or reserved or designated exclusively for persons with disabilities. If a resident woman is known to be pregnant, there is actual knowledge that a child will reside in the dwelling unit.

Federal Agency means the United States or any executive department, independent establishment, administrative agency and instrumentality of the United States, including a corporation in which all or a substantial amount of the stock is beneficially owned by the United States or by any of these entities. The term "Federal agency" includes, but is not limited to, Rural Housing Service (formerly Rural Housing and Community Development Service that was formerly Farmer's Home Administration), Resolution Trust Corporation, General Services Administration, Department of Defense, Department of Veterans Affairs, Department of the Interior, and Department of Transportation.

Federally Owned Property means residential property owned or managed by a Federal agency, or for which a Federal agency is a trustee or conservator.

Firm Commitment means a valid commitment issued by HUD or the Federal Housing Commissioner setting forth the terms and conditions upon which a mortgage will be insured or guaranteed.

Friction Surface means an interior or exterior surface that is subject to abrasion or friction, including, but not limited to, certain window, floor, and stair surfaces.

g means gram, mg means milligram (thousandth of a gram), and µg means microgram (millionth of a gram).

Grantee means any state or local government, Indian Tribe, IHBG recipient, insular area or nonprofit organization that has been designated by HUD to administer Federal housing assistance under a program covered by subparts J and K of this part, except the HOME program.

Hard Costs of Rehabilitation means:
(1) Costs to correct substandard conditions or to meet applicable local rehabilitation standards;
(2) Costs to make essential improvements, including energy-related repairs, and those necessary to permit use by persons with disabilities; and costs to repair or replace major housing systems in danger of failure; and
(3) Costs of non-essential improvements, including additions and alterations to an existing structure; but
(4) Hard costs do not include administrative costs (e.g., overhead for administering a rehabilitation program, processing fees, etc.).

Hazard Reduction means measures designed to reduce or eliminate human exposure to lead-based paint hazards through methods including interim controls or abatement or a combination of the two.

HEPA Vacuum means a vacuum cleaner device with an included high-efficiency particulate air (HEPA) filter through which the contaminated air flows, operated in accordance with the instructions of its manufacturer. A HEPA filter is one that captures at least 99.97 percent of airborne particles of at least 0.3 micrometers in diameter.

Housing for the Elderly means retirement communities or similar types of housing reserved for households composed of one or more persons 62 years of age or more, or other age if recognized as elderly by a specific Federal housing assistance program.

Housing Receiving Federal Assistance means housing which is covered by an application for HUD mortgage insurance, receives housing assistance payments under a program administered by HUD, or otherwise receives more than $5,000 in project-based assistance under a Federal housing program administered by an agency other than HUD.

HUD means the United States Department of Housing and Urban Development.

HUD-owned Property means residential property owned or managed by HUD, or for which HUD is a trustee or conservator.

Impact Surface means an interior or exterior surface that is subject to damage by repeated sudden force, such as certain parts of door frames.

Indian Housing Block Grant (IHBG) Recipient means a tribe or a tribally designated housing entity (TDHE) receiving IHBG funds.

Indian Tribe means a tribe as defined in the Native American Housing Assistance and Self-Determination Act of 1996 (25 U.S.C. 4101 et seq.)

Inspection (See Lead-based paint inspection).

Insular Areas means Guam, the Northern Mariana Islands, the United States Virgin Islands and American Samoa.

Interim Controls means a set of measures designed to reduce temporarily human exposure or likely exposure to lead-based paint hazards. Interim controls include, but are not limited to, repairs, painting, temporary containment, specialized cleaning, clearance, ongoing lead-based paint maintenance activities, and the establishment and operation of management and resident education programs.

Interior Window Sill means the portion of the horizontal window ledge that protrudes into the interior of the room, adjacent to the window sash when the window is closed. The interior window sill is sometimes referred to as the window stool.

Lead-based Paint means paint or other surface coatings that contain lead equal to or exceeding 1.0 milligram per square centimeter or 0.5 percent by weight or 5,000 parts per million (ppm) by weight.

Lead-based Paint Hazard means any condition that causes exposure to lead from dust-lead hazards, soil-lead hazards, or lead-based paint that is deteriorated or present in chewable surfaces, friction surfaces, or impact surfaces, and that would result in adverse human health effects.

Lead-based Paint Inspection means a surface-by-surface investigation to determine the presence of lead-based paint and the provision of a report explaining the results of the investigation.

Lead hazard screen means a limited risk assessment activity that involves paint testing and dust sampling and analysis as described in 40 CFR 745.227(c) and soil sampling and analysis as described in 40 CFR 745.227(d).

Mortgagee means a lender of a mortgage loan.

Mortgagor means a borrower of a mortgage loan.

Multifamily Property means a residential property containing five or more dwelling units.

Occupant means a person who inhabits a dwelling unit.

Owner means a person, firm, corporation, nonprofit organization, partnership, government, guardian, conservator, receiver, trustee, executor, or other judicial officer, or other entity which, alone or with others, owns, holds, or controls the freehold or leasehold title or part of the title to property, with or without actually possessing it. The definition includes a vendee who possesses the title, but does not include a mortgagee or an owner of a reversionary interest under a ground rent lease.

Paint Stabilization means repairing any physical defect in the substrate of a painted surface that is causing paint deterioration, removing loose paint and other material from the surface to be treated, and applying a new protective coating or paint.

Paint Testing means the process of determining, by a certified lead-based paint inspector or risk assessor, the presence or the absence of lead-based paint on deteriorated paint surfaces or painted surfaces to be disturbed or replaced.

Paint Removal means a method of abatement that permanently eliminates lead-based paint from surfaces.

Painted Surface to be Disturbed means a paint surface that is to be scraped, sanded, cut, penetrated or otherwise affected by rehabilitation work in a manner that could potentially create a lead-based paint hazard by generating dust, fumes, or paint chips.

Participating Jurisdiction means any State or local government that has been designated by HUD to administer a HOME program grant.

Permanent means an expected design life of at least 20 years.

Play Area means an area of frequent soil contact by children of less than 6 years of age, as indicated by the presence of play equipment (e.g. sandboxes, swing sets, sliding boards, etc.) or toys or other children's possessions, observations of play patterns, or information provided by parents, residents or property owners.

Project-based Rental Assistance means Federal rental assistance that is tied to a residential property with a specific location and remains with that particular location throughout the term of the assistance.

Public Health Department means a State, tribal, county or municipal public health department or the Indian Health Service.

Public Housing Development means a residential property assisted under the United States Housing Act of 1937 (42 U.S.C. 1437 et seq.), but not including housing assisted under section 8 of the 1937 Act.

Reevaluation means a visual assessment of painted surfaces and limited dust and soil sampling conducted periodically following lead-based paint hazard reduction where lead-based paint is still present.

Rehabilitation means the improvement of an existing structure through alterations, incidental additions or enhancements. Rehabilitation includes repairs necessary to correct the results of deferred maintenance, the replacement of principal fixtures and components, improvements to increase the efficient use of energy, and installation of security devices.

Replacement means a strategy of abatement that entails the removal of building components that have surfaces coated with lead-based paint and the installation of new components free of lead-based paint.

Residential Property means a dwelling unit, common areas, building exterior surfaces, and any surrounding land, including outbuildings, fences and play equipment affixed to the land, belonging to an owner and available for use by residents, but not including land used for agricultural, commercial, industrial or other non-residential purposes, and not including paint on the pavement of parking lots, garages, or roadways.

Risk assessment means:
(1) An on-site investigation to determine the existence, nature, severity, and location of lead-based paint hazards; and
(2) The provision of a report by the individual or firm conducting the risk assessment explaining the results of the investigation and options for reducing lead-based paint hazards.

Single Family Property means a residential property containing one through four dwelling units.

Single Room Occupancy (SRO) Housing means housing consisting of zero-bedroom dwelling units that may contain food preparation or sanitary facilities or both (see Zero-bedroom dwelling).

Soil-lead Hazard means bare soil on residential property that contains lead equal to or exceeding levels promulgated by the EPA at 40 CFR 745.65 or, if such levels are not in effect, the standards for soil-lead hazards in §35.1320.

Sponsor means mortgagor (borrower).

Subrecipient means any nonprofit organization selected by the grantee or participating jurisdiction to administer all or a portion of the Federal rehabilitation assistance or other non-rehabilitation assistance, or any such organization selected by a subrecipient of the grantee or participating jurisdiction. An owner or developer receiving Federal rehabilitation assistance or other assistance for a residential property is not considered a subrecipient for the purposes of carrying out that project.

Standard Treatments means a series of hazard reduction measures designed to reduce all lead-based paint hazards in a dwelling unit without the benefit of a risk assessment or other evaluation.

Substrate means the material directly beneath the painted surface out of which the components are constructed, including wood, drywall, plaster, concrete, brick or metal.

Target Housing means any housing constructed prior to 1978, except housing for the elderly or persons with disabilities (unless a child of less than 6 years of age resides or is expected to reside in such housing for the elderly or persons with disabilities) or any zero-bedroom dwelling. In the case of jurisdictions which banned the sale or use of lead-based paint prior to 1978, HUD may designate an earlier date.

Tenant means the individual named as the lessee in a lease, rental agreement or occupancy agreement for a dwelling unit.

A Visual Assessment alone is not considered an evaluation for the purposes of this part. Visual Assessment means looking for, as applicable:
(1) Deteriorated paint;
(2) Visible surface dust, debris, and residue as part of a risk assessment or clearance examination; or
(3) The completion or failure of a hazard reduction measure.

Wet Sanding or Wet Scraping means a process of removing loose paint in which the painted surface to be sanded or scraped is kept wet to minimize the dispersal of paint chips and airborne dust.

Window Trough means the area between the interior window sill (stool) and the storm window frame. If there is no storm window, the window trough is the area that receives both the upper and lower window sashes when they are both lowered.

Worksite means an interior or exterior area where lead-based paint hazard reduction activity takes place. There may be more than one worksite in a dwelling unit or at a residential property.

Zero-bedroom Dwelling means any residential dwelling in which the living areas are not separated from the sleeping area. The term includes efficiencies, studio apartments, dormitory or single room occupancy housing, military barracks, and rentals of individual rooms in residential dwellings (see Single room occupancy (SRO)).

(Reference §35.115)

Exemptions.

(a) Subparts B through R of this part do not apply to the following:

(1) A residential property for which construction was completed on or after January 1, 1978, or, in the case of jurisdictions which banned the sale or residential use of lead-containing paint prior to 1978, an earlier date as HUD may designate (see §35.160).
(2) A zero-bedroom dwelling unit, including a single room occupancy (SRO) dwelling unit.
(3) Housing for the elderly, or a residential property designated exclusively for persons with disabilities; except this exemption shall not apply if a child less than age 6 resides or is expected to reside in the dwelling unit (see definitions of "housing for the elderly" and "expected to reside" in §35.110).
(4) Residential property found not to have lead-based paint by a lead-based paint inspection conducted in accordance with §35.1320(a) (for more information regarding inspection procedures consult the 1997 edition of Chapter 7 of the HUD Guidelines). Results of additional test(s) by a certified lead-based paint inspector may be used to confirm or refute a prior finding.
(5) Residential property in which all lead-based paint has been identified, removed, and clearance has been achieved in accordance with 40 CFR 745.227(b)(e) before September 15, 2000, or in accordance with §§35.1320, 35.1325 and 35.1340 on or after September 15, 2000. This exemption does not apply to residential property where enclosure or encapsulation has been used as a method of abatement.
(6) An unoccupied dwelling unit or residential property that is to be demolished, provided the dwelling unit or property will remain unoccupied until demolition.
(7) A property or part of a property that is not used and will not be used for human residential habitation, except that spaces such as entryways, hallways, corridors, passageways or stairways serving both residential and nonresidential uses in a mixed-use property shall not be exempt.
(8) Any rehabilitation that does not disturb a painted surface.
(9) For emergency actions immediately necessary to safeguard against imminent danger to human life, health or safety, or to protect property from further structural damage (such as when a property has been damaged by a natural disaster, fire, or structural collapse), occupants shall be protected from exposure to lead in dust and debris generated by such emergency actions to the extent practicable, and the requirements of subparts B through R of this part shall not apply. This exemption applies only to repairs necessary to respond to the emergency. The requirements of subparts B through R of this part shall apply to any work undertaken subsequent to, or above and beyond, such emergency actions.
(10) If a Federal law enforcement agency has seized a residential property and owns the property for less than 270 days, §§35.210 and 35.215 shall not apply to the property.
(11) The requirements of subpart K of this part do not apply if the assistance being provided is emergency rental assistance or foreclosure prevention assistance, provided that this exemption shall expire for a dwelling unit no later than 100 days after the initial payment or assistance.

(12) Performance of an evaluation or lead-based paint hazard reduction or lead-based paint abatement on an exterior painted surface as required under this part may be delayed for a reasonable time during a period when weather conditions are unsuitable for conventional construction activities.
(13) Where abatement of lead-based paint hazards or lead-based paint is required by this part and the property is listed or has been determined to be eligible for listing in the National Register of Historic Places or contributing to a National Register Historic District, the designated party may, if requested by the State Historic Preservation Office, conduct interim controls in accordance with §35.1330 instead of abatement. If interim controls are conducted, ongoing lead-based paint maintenance and reevaluation shall be conducted as required by the applicable subpart of this part in accordance with §35.1355.

(Reference §35.120)
Options.
(a) Standard Treatments. Where interim controls are required by this part, the designated party has the option to presume that lead-based paint or lead-based paint hazards or both are present throughout the residential property. In such a case, evaluation is not required. Standard treatments shall then be conducted in accordance with §35.1335 on all applicable surfaces, including soil. Standard treatments are completed only when clearance is achieved in accordance with §35.1340.

(b) Abatement. Where abatement is required by this part, the designated party may presume that lead-based paint or lead-based paint hazards or both are present throughout the residential property. In such a case, evaluation is not required. Abatement shall then be conducted on all applicable surfaces, including soil, in accordance with §35.1325, and completed when clearance is achieved in accordance with §35.1340. This option is not available in public housing, where inspection is required.

(c) Lead hazard screen. Where a risk assessment is required, the designated party may choose first to conduct a lead hazard screen in accordance with §35.1320(b). If the results of the lead hazard screen indicate the need for a full risk assessment (e.g., if the environmental measurements exceed levels established for lead hazard screens in §35.1320(b)(2)), a complete risk assessment shall be conducted. Environmental samples collected for the lead hazard screen may be used in the risk assessment. If the results of the lead hazard screen do not indicate the need for a follow-up risk assessment, a risk assessment is not required.

(d) Paint testing. Where paint stabilization or interim controls of deteriorated paint surfaces are required by this rule, the designated party has the option to conduct paint testing of all surfaces with non-intact paint. If paint testing indicates the absence of lead-based paint on a specific surface, paint stabilization or interim controls are not required on that surface.

(Reference §35.125)
Notice of evaluation and hazard reduction activities.

The following activities shall be conducted if notice is required by subparts D and F through M of this part.

(a) Notice of evaluation or presumption. When evaluation is undertaken and lead-based paint or lead-based paint hazards are found to be present, or if a presumption is made that lead-based paint or lead-based paint hazards are present in accordance with the options described in §35.120, the designated party shall provide a notice to occupants within 15 calendar days of the date when the designated party receives the report or makes the presumption. A visual assessment alone is not considered an evaluation for the purposes of this part. If only a visual assessment alone is required by this part, and no evaluation is performed, a notice of evaluation or presumption is not required.

(1) The notice of the evaluation shall include:
(i) A summary of the nature, dates, scope, and results of the evaluation;
(ii) A contact name, address and telephone number for more information, and to obtain access to the actual evaluation report; and
(iii) The date of the notice.

(2) The notice of presumption shall include:
(i) The nature and scope of the presumption;
(ii) A contact name, address and telephone number for more information; and
(iii) The date of the notice.

(b) Notice of hazard reduction activity. When hazard reduction activities are undertaken, each designated party shall:

(1) Provide a notice to occupants not more than 15 calendar days after the hazard reduction activities (including paint stabilization) have been completed. Notice of hazard reduction shall include, but not be limited to:
(i) A summary of the nature, dates, scope, and results (including clearance) of the hazard reduction activities;
(ii) A contact name, address, and telephone number for more information;
(iii) Available information on the location of any remaining lead-based paint in the rooms, spaces, or areas where hazard reduction activities were conducted, on a surface-by-surface basis; and
(iv) The date of the notice.

(2) Update the notice, based on reevaluation of the residential property and as any additional hazard reduction work is conducted.

(3) Provision of a notice of hazard reduction is not required if a clearance examination is not required.

(c) Availability of notices of evaluation, presumption, and hazard reduction activities.
(1) The notices of evaluation, presumption, and hazard reduction shall be of a size and type that is easily read by occupants.

(2) To the extent practicable, each notice shall be made available, upon request, in a format accessible to persons with disabilities (e.g., Braille, large type, computer disk, audio tape).
(3) Each notice shall be provided in the occupants' primary language or in the language of the occupants' contract or lease.
(4) The designated party shall provide each notice to the occupants by:
(i) Posting and maintaining it in centrally located common areas and distributing it to any dwelling unit if necessary because the head of household is a person with a known disability; or
(ii) Distributing it to each occupied dwelling unit affected by the evaluation, presumption, or hazard reduction activity or serviced by common areas in which an evaluation, presumption or hazard reduction has taken place.
(iii) However, for the protection of the privacy of the child and the child's family or guardians, no notice of environmental investigation shall be posted to any centrally located common area.

(Reference §35.130)
Lead hazard information pamphlet.

If provision of a lead hazard information pamphlet is required in subparts D and F through M of this part, the designated party shall provide to each occupied dwelling unit to which subparts D and F through M of this part apply, the lead hazard information pamphlet developed by EPA, HUD and the Consumer Product Safety Commission pursuant to section 406 of the Toxic Substances Control Act (15 U.S.C. 2686), or an EPA-approved alternative; except that the designated party need not provide a lead hazard information pamphlet if the designated party can demonstrate that the pamphlet has already been provided in accordance with the lead-based paint notification and disclosure requirements at §35.88(a)(1), or 40 CFR 745.107(a)(1) or in accordance with the requirements for hazard education before renovation at 40 CFR part 745, subpart E.

(Reference §35.135)
Use of paint containing lead.

(a) New use prohibition. The use of paint containing more than 0.06 percent dry weight of lead on any interior or exterior surface in federally owned housing or housing receiving Federal assistance is prohibited. As appropriate, each Federal agency shall include the prohibition in contracts, grants, cooperative agreements, insurance agreements, guaranty agreements, trust agreements, or other similar documents.

(b) Pre-1978 prohibition. In the case of a jurisdiction which banned the sale or residential use of lead-containing paint before 1978, HUD may designate an earlier date for certain provisions of subparts D and F through M of this part.

(Reference §35.140)
Prohibited methods of paint removal.

The following methods shall not be used to remove paint that is, or may be, lead-based paint:

(a) Open flame burning or torching.

(b) Machine sanding or grinding without a high-efficiency particulate air (HEPA) local exhaust control.

(c) Abrasive blasting or sandblasting without HEPA local exhaust control.

(d) Heat guns operating above 1100 degrees Fahrenheit or charring the paint.

(e) Dry sanding or dry scraping, except dry scraping in conjunction with heat guns or within 1.0 ft. (0.30 m.) of electrical outlets, or when treating defective paint spots totaling no more than 2 sq. ft. (0.2 sq. m.) in any one interior room or space, or totaling no more than 20 sq. ft. (2.0 sq. m.) on exterior surfaces.

(f) Paint stripping in a poorly ventilated space using a volatile stripper that is a hazardous substance in accordance with regulations of the Consumer Product Safety Commission at 16 CFR 1500.3, and/or a hazardous chemical in accordance with the Occupational Safety and Health Administration regulations at 29 CFR 1910.1200 or 1926.59, as applicable to the work.

(Reference §35.145)
Compliance with Federal laws and authorities.

All lead-based paint activities, including waste disposal, performed under this part shall be performed in accordance with applicable Federal laws and authorities. For example, such activities are subject to the applicable environmental review requirements of the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.), the Toxic Substances Control Act, Title IV (15 U.S.C. 2860 et seq.), and other environmental laws and authorities (see, e.g., laws and authorities listed in §50.4 of this title).

(Reference §35.150)
Compliance with other State, tribal, and local laws.

(a) HUD responsibility. If HUD determines that a State, tribal or local law, ordinance, code or regulation provides for evaluation or hazard reduction in a manner that provides a comparable level of protection from the hazards of lead-based paint poisoning to that provided by the requirements of subparts B, C, D, F through M and R of this part and that adherence to the requirements of subparts B, C, D, F through M, and R of this part, would be duplicative or otherwise cause inefficiencies, HUD may modify or waive some or all of the requirements of the subparts in a manner that will promote efficiency while ensuring a comparable level of protection.

(b) Participant responsibility. Nothing in this part is intended to relieve any participant in a program covered by this subpart of any responsibility for compliance with State,

tribal or local laws, ordinances, codes or regulations governing evaluation and hazard reduction. If a State, tribal or local law, ordinance, code or regulation defines lead-based paint differently than the Federal definition, the more protective definition (i.e., the lower level) shall be followed in that State, tribal or local jurisdiction.

(Reference §35.155)
Minimum requirements.

(a) Nothing in subparts B, C, D, F through M, and R of this part is intended to preclude a designated party or owner from conducting additional evaluation or hazard reduction measures beyond the minimum requirements established for each program in this regulation. For example, if the applicable subpart requires visual assessment, the designated party may choose to perform a risk assessment in accordance with §35.1320. Similarly, if the applicable subpart requires interim controls, a designated party or owner may choose to implement abatement in accordance with §35.1325.

(b) To the extent that assistance from any of the programs covered by subparts B, C, D, and F through M of this part is used in conjunction with other HUD program assistance, the most protective requirements prevail.

(Reference §35.160)
Waivers.

In accordance with §5.110 of this title, on a case-by-case basis and upon determination of good cause, HUD may, subject to statutory limitations, waive any provision of subparts B, C, D, F through M, and R of this part.

(Reference §35.165)
Prior evaluation or hazard reduction.

If an evaluation or hazard reduction was conducted at a residential property or dwelling unit before the property or dwelling unit became subject to the requirements of subparts B, C, D, F through M, and R of this part, such an evaluation, hazard reduction or abatement meets the requirements of subparts B, C, D, F through M, and R of this part and need not be repeated under the following conditions:

(a) Lead-based paint inspection.

(1) A lead-based paint inspection conducted before March 1, 2000, meets the requirements of this part if:

(i) At the time of the inspection the lead-based paint inspector was approved by a State or Indian tribe to perform lead-based paint inspections. It is not necessary that the State or tribal approval program had EPA authorization at the time of the inspection.

(ii) Notwithstanding paragraph (a)(1)(i) of this section, the inspection was conducted and accepted as valid by a housing agency in fulfillment of the lead-based paint inspection requirement of the public and Indian housing program.

(2) A lead-based paint inspection conducted on or after March 1, 2000, must have been conducted by a certified lead-based paint inspector.

(b) Risk assessment.

(1) A risk assessment must be no more than 12 months old to be considered current.

(2) A risk assessment conducted before March 1, 2000, meets the requirements of this part if, at the time of the risk assessment, the risk assessor was approved by a state or Indian Tribe to perform risk assessments. It is not necessary that the state or tribal approval program had EPA authorization at the time of the risk assessment.

(3) A risk assessment conducted on or after March 1, 2000, must have been conducted by a certified risk assessor.

(4) Paragraph (b) of this section does not apply in a case where a risk assessment is required in response to the identification of a child with an elevated blood lead level. In such a case, the requirements in the applicable subpart for responding to a child with an elevated blood lead level shall apply.

(c) Interim controls. If a residential property is under a program of interim controls and ongoing lead-based paint maintenance and reevaluation activities established pursuant to a risk assessment conducted in accordance with paragraph (b) of this section, the interim controls that have been conducted meet the requirements of this part if clearance was achieved after such controls were implemented. In such a case, the program of interim controls and ongoing activities shall be continued in accordance with the requirements of this part.

(d) Abatement.

(1) An abatement conducted before March 1, 2000, meets the requirements of this part if:

(i) At the time of the abatement the abatement supervisor was approved by a State or Indian tribe to perform lead-based paint abatement. It is not necessary that the State or tribal approval program had EPA authorization at the time of the abatement.
(ii) Notwithstanding paragraph (d)(1)(i) of this section, it was conducted and accepted by a housing agency in fulfillment of the lead-based paint abatement requirement of the public housing program or by an Indian housing authority (as formerly defined under the U.S. Housing Act of 1937) in fulfillment of the lead-based paint requirement of the Indian housing program formerly funded under the U.S. Housing Act of 1937.

(2) An abatement conducted on or after March 1, 2000, must have been conducted under the supervision of a certified lead-based paint abatement supervisor.

(Reference §35.170)

Noncompliance with the requirements of subparts B through R of this part.

(a) Monitoring and enforcement. A designated party who fails to comply with any requirement of subparts B, C, D, F through M, and R of this part shall be subject to the sanctions available under the relevant Federal housing assistance or ownership program and may be subject to other penalties authorized by law.

(b) A property owner who informs a potential purchaser or occupant of lead-based paint or possible lead-based paint hazards in a residential property or dwelling unit, in accordance with subpart A of this part, is not relieved of the requirements to evaluate and reduce lead-based paint hazards in accordance with subparts B through R of this part as applicable.

(Reference §35.175)
Records.

The designated party, as specified in subparts C, D, and F through M of this part, shall keep a copy of each notice, evaluation, and clearance or abatement report required by subparts C, D, and F through M of this part for at least three years. Those records applicable to a portion of a residential property for which ongoing lead-based paint maintenance and/or reevaluation activities are required shall be kept and made available for the Department's review, until at least three years after such activities are no longer required.

(Reference §35.1210)
Notices and pamphlet.

(a) Notice. In cases where evaluation or paint stabilization is undertaken, the owner shall provide a notice to residents in accordance with §35.125. A visual assessment alone is not considered an evaluation for purposes of this part.

(b) Lead hazard information pamphlet. The owner shall provide the lead hazard information pamphlet in accordance with §35.130.

(Reference §35.1215)
Activities at initial and periodic inspection.

(a) During the initial and periodic inspections, an inspector acting on behalf of the designated party and trained in visual assessment for deteriorated paint surfaces in accordance with procedures established by HUD shall conduct a visual assessment of all painted surfaces in order to identify any deteriorated paint.

(b) The owner shall stabilize each deteriorated paint surface in accordance with §§35.1330(a) and (b) before commencement of assisted occupancy. If assisted occupancy has commenced prior to a periodic inspection, such paint stabilization must be completed within 30 days of notification of the owner of the results of the visual

assessment. Paint stabilization is considered complete when clearance is achieved in accordance with §35.1340. If the owner does not complete the hazard reduction required by this section, the dwelling unit is in violation of Housing Quality Standards (HQS) until the hazard reduction is completed or the unit is no longer covered by this subpart because the unit is no longer under a housing assistance payment (HAP) contract with the housing agency. For the unit subsequently to come under a HAP contract with the housing agency for occupancy by a family with a child under age 6, paint stabilization must be completed, including clearance being achieved in accordance with §35.1340.

(c) The owner shall provide a notice to occupants in accordance with §35.125(b)(1) and (c) describing the results of the clearance examination.

(d) The designated party may grant the owner an extension of time to complete paint stabilization and clearance for reasonable cause, but such an extension shall not extend beyond 90 days after the date of notification to the owner of the results of the visual assessment.

(Reference §35.1220)
Ongoing lead-based paint maintenance activities.

Notwithstanding the designation of the PHA, as the designated party for this subpart, the owner shall incorporate ongoing lead-based paint maintenance activities into regular building operations in accordance with §35.1355(a).

(Reference §35.1225)
Child with an elevated blood lead level.

(a) Within 15 calendar days after being notified by a public health department or other medical health care provider that a child of less than 6 years of age living in a dwelling unit to which this subpart applies has been identified as having an elevated blood lead level, the designated party shall complete an environmental investigation of the dwelling unit in which the child lived at the time the blood was last sampled and of common areas servicing the dwelling unit. When the environmental investigation is complete, the designated party shall immediately provide the report of the environmental investigation to the owner of the dwelling unit. If the child identified as having an elevated blood lead level is no longer living in the unit when the designated party receives notification from the public health department or other medical health care provider, but another household receiving tenant-based rental assistance is living in the unit or is planning to live there, the requirements of this section apply just as they do if the child still lives in the unit. If a public health department has already conducted an evaluation of the dwelling unit in regard to the child's elevated blood lead level case, or the designated party conducted an environmental investigation of the unit and common areas servicing the unit between the date the child's blood was last sampled and the date when the designated party received the notification of the elevated blood lead level, the requirements of this paragraph shall not apply. If the designated party or the owner conducted a risk assessment of the unit and common areas servicing the unit during that period, the designated party need not conduct another risk assessment there

but shall conduct the elements of an environmental investigation not already conducted during the risk assessment.

(b) Verification. After receiving information from a person who is not a medical health care provider that a child of less than 6 years of age living in a dwelling unit covered by this subpart may have an elevated blood lead level, the designated party shall immediately verify the information with the public health department or other medical health care provider. If the public health department or provider denies the request, such as because it does not have the capacity to verify that information, the designated party shall send documentation of the denial to the HUD rental assistance program manager, who shall make an effort to verify the information. If that department or provider verifies that the child has an elevated blood lead level, such verification shall constitute notification, and the designated party shall take the action required in paragraphs (a) and (c) of this section.

(c) Lead-based paint hazard reduction. Within 30 calendar days after receiving the report of the environmental investigation from the designated party or the evaluation from the public health department, the owner shall complete the reduction of identified lead-based paint hazards in accordance with §35.1325 or §35.1330. Lead-based paint hazard reduction is considered complete when clearance is achieved in accordance with §35.1340 and the clearance report states that all lead-based paint hazards identified in the environmental investigation have been treated with interim controls or abatement or the public health department certifies that the lead-based paint hazard reduction is complete. The requirements of this paragraph do not apply if the designated party or the owner, between the date the child's blood was last sampled and the date the designated party received the notification of the elevated blood lead level, already conducted an environmental investigation of the unit and common areas servicing the unit and the owner completed reduction of identified lead-based paint hazards. If the owner does not complete the lead-based paint hazard reduction required by this section, the dwelling unit is in violation of the standards of 24 CFR 982.401.

(d) Notice of lead-based paint hazard evaluation and reduction. The owner shall notify building residents of any lead-based paint hazard evaluation or reduction activities in accordance with §35.125.

(e) Reporting requirement.

(1) The owner shall report the name and address of a child identified as having an elevated blood lead level to the public health department within 5 business days of being so notified by any other medical health care professional.

(2) The owner shall also report each confirmed case of a child with an elevated blood lead level to the HUD field office and the HUD Office of Lead Hazard Control and Healthy Homes within 5 business days of being so notified.

(3) The owner shall provide to the HUD field office documentation that it has conducted the activities of paragraphs (a) through (d) of this section, within 10 business days of the deadline for each activity.

(f) Other assisted dwelling units in the property.

(1) If the environmental investigation conducted pursuant to paragraph (a) of this section identifies lead-based paint hazards, the designated party or the owner shall, for other assisted dwelling units covered by this part in which a

child under age 6 resides or is expected to reside on the date lead-based paint hazard reduction under paragraph (c) of this section is complete, and the common areas servicing those units, conduct a risk assessment in accordance with §35.1320(b) within 30 calendar days after receipt of the environmental investigation report if there are 20 or fewer such units, or 60 calendar days if there are more such units.

(2) If the risk assessment conducted under paragraph (f)(1) of this section identifies lead-based paint hazards, the owner shall complete the reduction of the lead-based paint hazards in accordance with §35.1325 or §35.1330 within 30 calendar days, or within 90 calendar days if more than 20 units have lead-based paint hazards such that the control work would disturb painted surfaces that total more than the de minimis threshold of §35.1350(d). Lead-based paint hazard reduction is considered complete when clearance is achieved in accordance with §35.1340 and the clearance report states that all lead-based paint hazards identified in the risk assessment have been treated with interim controls or abatement.

(3) The requirements of this paragraph (f) of this section do not apply if:

(i) The designated party or the owner, between the date the child's blood was last sampled and the date the owner received the notification of the elevated blood lead level, both conducted a risk assessment of the other assisted dwelling units covered by paragraph (f)(1) of this section and the common areas servicing those units, and the owner conducted interim controls of identified lead-based paint hazards in accordance with §35.1225(c); or

(ii) The owner has documentation of compliance with evaluation, notification, lead disclosure, ongoing lead-based paint maintenance, and lead-based paint management requirements under this part throughout the 12 months preceding the date the owner received the environmental investigation report pursuant to paragraph (a) of this section; and,

(iii) In either case, the owner provided the HUD field office, within 10 business days after receiving the notification of the elevated blood lead level, documentation that it has conducted the activities described in this paragraph (f)(3).

(g) Data collection and record keeping responsibilities. At least quarterly, the designated party shall attempt to obtain from the public health department(s) with area(s) of jurisdiction similar to that of the designated party the names and/or addresses of children of less than 6 years of age with an identified elevated blood lead level. At least quarterly, the designated party shall also report an updated list of the addresses of units receiving assistance under a tenant-based rental assistance program to the same public health department(s), except that the report(s) to the public health department(s) is not required if the health department states that it does not wish to receive such report. If it obtains names and addresses of elevated blood lead level children from the public health department(s), the designated party shall match information on cases of elevated blood lead levels with the names and addresses of families receiving tenant-based rental assistance, unless the public health department performs such a matching procedure.

If a match occurs, the designated party shall carry out the requirements of this section.

[82 FR 4171, Jan. 13, 2017] Adopted by SMHA Board on 03/08/2017.

ADDENDUM

VIOLENCE AGAINST WOMEN ACT (VAWA)

NOTICE OF ADOPTED CHANGES TO SECTION 8 HOUSING CHOICE VOUCHER PROGRAM ADMINISTRATIVE PLAN:

The following changes to the Sandusky MHA Housing Choice Voucher Administrative Plan (HCV Admin Plan) will be presented to Sandusky MHA Board Members for adoption at the monthly meeting scheduled for April 10, 2007. Federal law requires that they become effective immediately, therefore, there is no comment period. The changes are entirely favorable to residents.

The section of the HCV Admin Plan relating to applicant selection/suitability (Chapter 2) is amended by adding the following:

> No applicant for public housing who has been a victim of domestic violence, dating violence, or stalking shall be denied admission into the program if they are otherwise qualified.

The section of the HCV Admin Plan relating to termination of assistance (Chapter 15) is amended by adding the following:

> An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as a serious or repeated violation of the lease by the victim or threatened victim of that violence, and shall not be good cause for terminating the assistance, tenancy, or occupancy rights of the victim of such violence.
>
> The Sandusky Metropolitan Housing Authority (SMHA) may terminate the assistance to remove a lawful occupant or tenant who engages in criminal acts or threatened acts of violence or stalking to family members or others without terminating the assistance or evicting victimized lawful occupants.
>
> The SMHA may honor court orders regarding the rights of access or control of the property, including EPO's, DVO's, and other orders issued to protect the victim and used to address the distribution or possession or property among household members where the family "breaks up."
>
> There is no limitation on the ability of the SMHA to terminate assistance for other good cause unrelated to the incident or incidents of domestic violence, dating violence or stalking, other than the victim may not be subject to a "more demanding standard" than non-victims.

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

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

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

Definition of Terms

The same definitions of "domestic violence," "dating violence," and "stalking," and of "immediate family member" are provided in Sections 606 and 607. While definitions of domestic and dating violence refer to standard definitions in the Violence Against Women Act, the definition of stalking provided in Title VI is specific to the housing provisions.

These are:

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

SEC 40002(a)(6) – "DOMESTIC VIOLENCE - The term 'domestic violence' includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabiting with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction."

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

SEC 40002(a)(8) – "DATING VIOLENCE- The term 'dating violence' means violence committed by a person—

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

(B) where the existence of such a relationship shall be determined based on a consideration of the following factors:

(i) The length of the relationship.

(ii) The type of relationship.

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

2007 3. *Stalking* – "means –

(A) (i) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; and (ii) to place under surveillance with the intent to kill, injure, harass or intimidate another person; and
(B) in the course of, or as a result of, such following, pursuit, surveillance or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to –

(i)that person;
(ii) a member of the immediate family of that person; or
(iii) the spouse or intimate partner of that person; ..."

3. *Immediate Family Member* - "means, with respect to a person –

(A) a spouse, parent, brother, sister, or child of that person, or an individual to whom that person stands in loco parentis; or
(B) any other person living in the household of that person and related to that person by blood or marriage."

VAWA 2013

Further, SMHA has updated its policy as of March 8, 2017, to adopt regulations in accordance with the 2013 Violence Against Women Act reauthorization. Specifically, SMHA incorporates the following HUD Forms: HUD 5380, HUD 5381, HUD 5382, and HUD 5383.

a. SMHA specifies "sexual assault" as a crime covered by VAWA in HUD-covered programs.
b. SMHA establishes the definition of "affiliated individual" based on the statutory definition and that is usable and workable for HUD-covered programs.
c. SMHA ensures that all existing and new tenants receive notification of their rights under VAWA regulations and that applicants/tenants receive notice at time of denial or termination of assistance.
d. The Final Rule published on 11/16/2016 specifically incorporates the following for the voucher program and is adopted by SMHA as of 03/08/2017:

(Reference § 982.53) Equal opportunity requirements and protection for victims of domestic violence, dating violence, sexual assault, or stalking.
SMHA (PHA/housing provider) applies the requirements in 24 CFR part 5, subpart L (Protection. for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking). For purposes of compliance with HUD's regulations in 24 CFR part 5, subpart L, the covered housing provider is the PHA or owner, as applicable given the responsibilities of the covered housing provider as set forth in 24 CFR part 5, subpart L.

(Reference §982.201) Eligibility and targeting.
When applicant is eligible:
General. The PHA may admit only eligible families to the program. To be eligible, an applicant must be a "family;" must be income-eligible and must be a citizen or a noncitizen who has eligible immigration status. If the applicant is a victim of domestic violence, dating violence, sexual assault, or stalking, 24 CFR part 5, subpart L (Protection for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking) applies.

(Reference § 982.307) Tenant screening.
In cases involving a victim of domestic violence, dating violence, sexual assault, or stalking, 24 CFR part 5, subpart L (Protection for Victims of
Domestic Violence, Dating Violence, Sexual Assault, or Stalking) applies.

(Reference § 982.310) Owner termination of tenancy.

Nondiscrimination limitation and protection for victims of domestic violence, dating violence, sexual assault, or stalling. The owner's termination of tenancy actions must be consistent with the fair housing and equal opportunity provisions of 24 CFR 5.105, and with the provisions for protection of victims of domestic violence, dating violence, sexual assault, or stalking in 24 CFR part 5, subpart L (Protection for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking).

(Reference §982.315) Family break-up.
If the family break-up results from an occurrence of domestic violence, dating violence, sexual assault, or stalking as provided in 24 CFR part 5, subpart L (Protection for Victims of Domestic Violence, Dating Violence,
Sexual Assault, or Stalking), the PHA must ensure that the victim retains assistance. The factors to be considered in making this decision under the PHA policy may include:

(1) Whether the assistance should remain with family members remaining in the original assisted unit.

(2) The interest of minor children or of ill, elderly, or disabled family members.

(3) Whether family members are forced to leave the unit as a result of actual or threatened domestic violence, dating violence, sexual assault, or stalking.

(4) Whether any of the family members are receiving protection as victims of domestic violence, dating violence, sexual assault, or stalking, as provided in 24 CFR part 5, subpart L, and whether the abuser is still in the household.

(5) Other factors determined on a case by case basis by the PHA.

(Reference § 982.353) Where family can lease a unit with tenant-based assistance.
Portability: Assistance outside the initial PHA jurisdiction. Subject to regulations, a voucher holder or participant family has the right to receive tenant-based voucher assistance, in accordance with requirements of this part, to lease a unit outside the initial PHA jurisdiction, anywhere in the United States, in the jurisdictions of a PHA with a tenant based program under this part. The initial PHA must not provide such portable assistance for a participant if the family has moved out of the assisted unit in violation of the lease except as provided for in this regulation. If the family moves out in violation of the lease in order to protect the health or safety of a person who is or has been the victim of domestic violence, dating violence, sexual assault, or stalking and who reasonably believes him- or herself to be threatened with imminent harm from further violence by remaining in the dwelling unit (or any family member has been the victim of a sexual assault that occurred on the premises during the 90-calendar-day period preceding the family's move or request to move), and has otherwise complied with all other obligations under the Section 8 program, the family may receive a voucher from the initial PHA and move to another jurisdiction under the Housing Choice Voucher Program.

(Reference §982.354) Move with continued tenant based assistance.
The family or a member of the family, is or has been the victim of domestic violence, dating violence, sexual assault, or stalking, as provided in 24 CFR part, subpart L (Protection for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking), and the move is needed to protect the health or safety of the family or family member, or if any family member has been the victim of a sexual assault that occurred on the premises during the 90-calendar-day period preceding the family's request to move. A PHA may not terminate assistance if the family, with or without prior notification to the PHA, moves out of a unit in violation of the lease, if such move occurs to protect the health or safety of a family member who is or has been the victim of domestic violence, dating violence, sexual assault, or stalking and who reasonably believed he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. However, any family member that has been the victim of a sexual assault that occurred on the premises during the 90- calendar-day period preceding the family's move or request to move is not required to believe that he or she

was threatened with imminent harm from further violence if he or she remained in the dwelling unit.

(Reference 982.452) Owner responsibilities.
The fact that an applicant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking is not an appropriate basis for denial of tenancy if the applicant otherwise qualifies for tenancy.

(Reference § 982.551) Obligations of participant.
Violation of lease. The family may not commit any serious or repeated violation of the lease. Under 24 CFR 5.2005(c), an incident or incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking will not be construed as a serious or repeated lease violation by the victim, or threatened victim, of the domestic violence, dating violence, sexual assault, or stalking, or as good cause to terminate the tenancy, occupancy rights, or assistance of the victim.

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 § 982.553).
Under 24 CFR 5.2005(b)(2), criminal activity directly related to domestic violence, dating violence, sexual assault, or stalking, engaged in by a member of a tenant's household, or any guest or other person under the tenant's control, shall not be cause for termination of tenancy, occupancy rights, or assistance of the victim, if the tenant or an affiliated individual of the tenant, as defined in 24 CFR 5.2003, is the victim.

(Reference §982.552) PHA denial or termination of assistance for the family.
Nondiscrimination limitation and protection for victims of domestic violence, dating violence, sexual assault, or stalking. The PHA's admission and termination actions must be consistent with fair housing and equal opportunity provisions of 24 CFR 5.105, and with the requirements of 24 CFR part 5, subpart L (Protection for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking).

(Reference § 982.553) Denial of admission and termination of assistance for criminals and alcohol abusers.
The requirements in 24 CFR part 5, subpart L (Protection for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking) apply to this section.

(Reference §982.637) Homeownership option: Move with continued tenant-based assistance.
The PHA may not commence continued tenant-based assistance for occupancy of the new unit so long as any family member owns any title or other interest in the prior home. However, when the family or a member of the family is or has been the victim of domestic violence, dating violence, sexual assault, or stalking, as provided in 24 CFR part 5, subpart L (Protection for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking), and the move is needed to protect the health or safety of the family or family member (or any family member has been the victim of a sexual assault that occurred on the premises during the 90-calendar-day period preceding the family's request to move), such family or family member may be assisted with continued tenant-based assistance even if such family or family member owns any title or other interest in the prior home.

The PHA may establish policies that prohibit more than one move by the family during any one-year period. However, these policies do not apply when the family or a member of the family is or has been the victim of domestic violence, dating violence, sexual assault, or

stalking, as provided in 24 CFR part 5, subpart L, and the move is needed to protect the health or safety of the family or family member, or any family member has been the victim of a sexual assault that occurred on the premises during the 90-calendarday period preceding the family's request to move.

The housing provider is not required to bear moving costs that tenants and their household members generally pay, including application fees and deposits, in addition to costs to physically move household and their belongings for emergency transfer.

Further, on April 27, 2023, Sandusky MHA updated its policy to incorporate VAWA 2022 revisions and updates. Specifically, SMHA notes the current definitions of domestic violence, adds the definitions of economic abuse and technological abuse (which HUD interprets its current regulatory definitions of domestic violence and stalking to already include), adds prohibition on retaliation, adds the right to report crime and emergencies, and changes/updates the McKinney-Vento Homeless Assistance Act definition of homelessness.

a. "DOMESTIC VIOLENCE. —The term 'domestic violence' includes felony or misdemeanor crimes committed by a current or former spouse or intimate partner of the victim under the family or domestic violence laws of the jurisdiction receiving grant funding and, in the case of victim services, includes the use or attempted use of physical abuse or sexual abuse, or a pattern of any other coercive behavior committed, enabled, or solicited to gain or maintain power and control over a victim, including verbal, psychological, economic, or technological abuse that may or may not constitute criminal behavior, by a person who—
    i. (A) is a current or former spouse or intimate partner of the victim, or person similarly situated to a spouse of the victim;
    ii. (B) is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner;
    iii. (C) shares a child in common with the victim;
    iv. or (D) commits acts against a youth or adult victim who is protected from those acts under the family or domestic violence laws of the jurisdiction."

b. "ECONOMIC ABUSE.—The term 'economic abuse', in the context of domestic violence, dating violence, and abuse in later life, means behavior that is coercive, deceptive, or unreasonably controls or restrains a person's ability to acquire, use, or maintain economic resources to which they are entitled, including using coercion, fraud, or manipulation to—
    i. restrict a person's access to money, assets, credit, or financial information;
    ii. unfairly use a person's personal economic resources, including money, assets, and credit, for one's own advantage; or,
    iii. exert undue influence over a person's financial and economic behavior or decisions, including forcing default on joint or other financial obligations, exploiting powers of attorney, guardianship, or conservatorship, or failing or neglecting to act in the best interests of a person to whom one has a fiduciary duty."

c. "TECHNOLOGICAL ABUSE—The term 'technological abuse' means an act or pattern of behavior that occurs within domestic violence, sexual assault, dating violence or stalking and is intended to harm, threaten, intimidate, control, stalk, harass, impersonate, exploit, extort, or monitor, except as otherwise permitted by law, another person, that occurs using any form of technology, including but not limited to: internet enabled devices, online spaces and platforms, computers, mobile devices, cameras and imaging programs, apps, location tracking devices, or communication technologies, or any other emerging technologies."

d. Prohibition on Retaliation: VAWA 2022 adds a new section to VAWA, which prohibits retaliation in covered housing.'4 Under the new section, it is illegal for a public housing agency (PHA) or owner or manager of covered housing to discriminate against any person because that person has opposed any act or practice made unlawful by VAWA's housing provisions, or because that person testified, assisted, or participated in any related matter. The new section also provides that it is illegal for a PHA or owner or manager of covered housing to coerce, intimidate, threaten, interfere with, or retaliate against any person who exercises or assists or encourages a person to exercise any rights or protections under VAWA's housing provisions.

e. Right to Report Crime and Emergencies: VAWA 2022 adds a new section to VAWA, which protects the right to report crime and emergencies from one's home. The new section provides that landlords, homeowners, tenants, residents, occupants, and guests of, and applicants for housing shall have the right to seek law enforcement or emergency assistance on their own behalf or on behalf of another person in need of assistance. This section also prohibits penalizing or threatening to penalize persons because they request assistance or report criminal activity of which they are a victim or otherwise not at fault under the laws or policies adopted or enforced by "covered governmental entities."

f. Changes to the McKinney-Vento Homeless Assistance Act Definition of Homelessness: For purposes of programs such as the Emergency Solutions Grants and Continuum of Care Programs, VAWA 2022 amended Section 103(b) of the McKinney-Vento Homeless Assistance Act to require HUD to consider homeless any individual or family who—
   i. is experiencing trauma or a lack of safety related to, or fleeing or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous, traumatic, or life-threatening conditions related to the violence against the individual or a family member in the individual's or family's current housing situation, including where the health and safety of children are jeopardized.
   ii. has no other safe residence; and,
   iii. lacks the resources to obtain other safe permanent housing.

GLOSSARY

A. ACRONYMS USED IN SUBSIDIZED HOUSING

AAF	Annual Adjustment Factor. A factor published by HUD in the Federal Register which is used to compute annual rent adjustment.
ACC	Annual Contributions Contract
BR	Bedroom
CDBG	Community Development Block Grant
CFR	Code of Federal Regulations. Commonly referred to as "the regulations". The CFR is the compilation of Federal rules which are first published in the Federal Register and define and implement a statute.
CPI	Consumer Price Index. CPI is published monthly by the Department of Labor as an inflation indicator.
ELI	Extremely low income
FDIC	Federal Deposit Insurance Corporation
FHA	Federal Housing Administration
FICA	Federal Insurance Contributions Act - Social Security taxes
FmHA	Farmers Home Administration
FMR	Fair Market Rent
FY	Fiscal Year
FYE	Fiscal Year End
GAO	Government Accounting Office
GFC	Gross Family Contribution. Note: Has been replaced by the term Total Tenant Payment (TTP).
GR	Gross Rent
HAP	Housing Assistance Payment
HAP Plan	Housing Assistance Plan
HCDA	Housing and Community Development Act
HQS	Housing Quality Standards
HUD	The Department of Housing and Urban Development or its designee.
HURRA	Housing and Urban/Rural Recovery Act of 1983; resulted in most of the 1984

	HUD regulation changes to definition of income, allowances, rent calculations
IG	Inspector General
IGR	Independent Group Residence
IPA	Independent Public Accountant
IRA	Individual Retirement Account
MSA	Metropolitan Statistical Area established by the U.S. Census Bureau
PHA	Public Housing Agency
PMSA	A Primary Metropolitan Statistical Area established by the U.S. Census Bureau
PS	Payment Standard
QC	Quality Control
RFAT	Request for Approval of Tenancy
RFP	Request for Proposals
RRP	Rental Rehabilitation Program
SRO	Single Room Occupancy
SSMA	Standard Statistical Metropolitan Area. Has been replaced by MSA, Metropolitan Statistical Area.
TR	Tenant Rent
TTP	Total Tenant Payment
UA	Utility Allowance
URP	Utility Reimbursement Payment

B. GLOSSARY OF TERMS IN SUBSIDIZED HOUSING

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

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

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

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

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

ADJUSTED INCOME. Annual income, less allowable HUD deductions.

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

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.

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

AFFILIATED INDIVIDUAL: A – 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 B – any individual, tenant, or lawful occupant living in the household of that individual.

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

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

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

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

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

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

ASSETS. (See Net Family Assets.)

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

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

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

CERTIFICATE PROGRAM. Pre-merger rental certificate program.

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

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

COMMON SPACE. In shared housing: Space available for use by the assisted family and other occupants of the unit.

CONGREGATE HOUSING. Housing for elderly persons or persons with disabilities that meets the HQS for congregate housing.

COOPERATIVE. A dwelling unit owned and or shared by a group of individuals who have individual sleeping quarters and share common facilities such as kitchen, living room and some bathrooms.

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

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

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

CONTRACT. (See Housing Assistance Payments Contract.)

COOPERATIVE. (term includes mutual housing). Housing owned by a nonprofit corporation or association, and where a member of the corporation or association has the right to reside in a particular apartment, and to participate in management of the housing. A special housing type: See 24 CFR 982.619.

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

DAY LABORER. An individual hired and paid one day at a time without an agreement that the individual will be hired or work again in the future.

DEPENDENT. A member of the family (which excludes foster children and foster adults), other than the family head or spouse, who is under 18 years of age, or 18 years of age or older and disabled, or a full-time student. 24 CFR § 5.603

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

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

DISABLED PERSON. See Person with Disabilities.

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

DOMESTIC VIOLENCE: The term ‘domestic violence’ includes felony or misdemeanor crimes committed by a current or former spouse or intimate partner of the victim under the family or domestic violence laws of the jurisdiction receiving grant funding and, in the case of victim services, includes the use or attempted use of physical abuse or sexual abuse, or a pattern of any other coercive behavior committed, enabled, or solicited to gain or maintain power and control over a victim, including verbal, psychological, economic, or technological abuse that may or may not constitute criminal behavior, by a person who—

i. (A) is a current or former spouse or intimate partner of the victim, or person similarly situated to a spouse of the victim;
ii. (B) is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner;
iii. (C) shares a child in common with the victim;
iv. or (D) commits acts against a youth or adult victim who is protected from those acts under the family or domestic violence laws of the jurisdiction.

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

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

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

EARNED INCOME. Income or earnings from wages, tips, salaries, other employee compensation, and net income from self-employment. Earned income does not include any pension or annuity, transfer payments (meaning payments made or income received in which no goods or services are being paid for, such as welfare, social security, SSI, and governmental subsidies for certain benefits) or any cash or in-kind benefits. 24 CFR § 5.100

ECONOMIC ABUSE. The term 'economic abuse', in the context of domestic violence, dating violence, and abuse in later life, means behavior that is coercive, deceptive, or unreasonably controls or restrains a person's ability to acquire, use, or maintain economic resources to which they are entitled, including using coercion, fraud, or manipulation to—

i. restrict a person's access to money, assets, credit, or financial information;
ii. unfairly use a person's personal economic resources, including money, assets, and credit, for one's own advantage; or,
iii. exert undue influence over a person's financial and economic behavior or decisions, including forcing default on joint or other financial obligations, exploiting powers of attorney, guardianship, or conservatorship, or failing or neglecting to act in the best interests of a person to whom one has a fiduciary duty

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

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

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

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

ELEVATED BLOOD LEAD LEVEL: a confirmed concentration of lead in whole blood of a child under age 6 equal to or greater than the concentration in the most recent guidance published

by the U.S. Department of Health and Human Services (HHS) on recommending that an environmental intervention be conducted.

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

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

ENVIRONMENTAL INVESTIGATION (with respect to Lead-Based Paint Poisoning in Residential Structures): the process of determining the source of lead exposure for a child under age 6 with an elevated blood lead level, consisting of administration of a questionnaire, comprehensive environmental sampling, case management, and other measures, in accordance with chapter 16 of the HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing ("Guidelines").

EVALUATION (with respect to Lead-Based Paint Poisoning in Residential Structures): means a risk assessment, a lead hazard screen, a lead-based paint inspection, paint testing, or a combination of these to determine the presence of lead-based paint hazards or lead-based paint, or an environmental investigation.

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

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

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

EXPECTED TO RESIDE (with respect to Lead-Based Paint Poisoning in Residential Structures): there is actual knowledge that a child will reside in a dwelling unit reserved or designated exclusively for the elderly or reserved or designated exclusively for persons with disabilities. If a resident woman is known to be pregnant, there is actual knowledge that a child will reside in the dwelling unit.

EXTREMELY LOW-INCOME FAMILY Very low-income families whose income does not exceed the higher of 30 percent of the area median income or the federal poverty level. (PIH Notice 2016-05 - 24 CFR 5.603, 903.7, and 960.102)

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

FAIR MARKET RENT (FMR). The rent including the cost of utilities (except telephone) that would be required to be paid in the housing market area to obtain privately owned existing decent, safe and sanitary rental housing of modest (non-luxury) nature with suitable amenities.

Fair market rents for existing housing are established by HUD for housing units of varying sizes (number of bedrooms) and are published in the *Federal Register.*

FAMILY. Includes, but is not limited to the following, regardless of actual or perceived sexual orientation, gender identity or marital status: 24 CFR §§ 5.403

- A single person, who may be an elderly person, displaced person, disabled person, near-elderly person, or any other single person.
- An otherwise eligible youth who has attained at least 18 years of age and not more than 24 years of age, and who has 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 (42 USC 674(5)(H), and is homeless or is at risk of becoming homeless at age 18 or older; or
- A group of persons residing together, and such group includes but is not limited to:
- A family with or without children (a child who is temporarily away from home because of placement in foster care is considered a member of the family).
- An elderly family
- A near elderly family
- A disabled family
- A displaced family and
- The remaining member of a tenant family

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

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

The veteran or service person (a) is either the head of household or is relate d to the head of the household; or (b) is deceased and was related to the head of the household, and was a family member at the time of death.

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

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

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

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

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

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

FOSTER ADULT. A member of the household (but not the family) who is 18 years of age or older and meets the definition of a foster adult under State law. In general, a foster adult is a person who is 18 years of age or older, is unable to live independently due to a debilitating physical or mental condition and is placed with the family by an authorized placement agency or by judgement decree, or other order of any court of competent jurisdiction.

FOSTER CHILD. A member of the household (but not the family) who meets the definition of a foster child under State law. In general, a foster child is placed with the family by an authorized placement agency (e.g., public child welfare agency) or by judgment, decree or other order of any court of competent jurisdiction.

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

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

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

GROSS FAMILY CONTRIBUTION. Changed to Total Tenant Payment.

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

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

HAP CONTRACT. (See Housing Assistance Payments contract.)

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

HEALTH AND MEDICAL CARE EXPENSES. Any costs incurred in the diagnosis, cure, mitigation, treatment, or prevention of disease or payments for treatments affecting any structure or function of the body. Health and medical care expenses include medical insurance premiums and long-term care premiums that are paid or anticipated during the period for which annual income is computed.

HOME YOU COULD LIVE IN. A home you have the right to sell, that is not owned jointly with a person who is not a member of the applicant/tenant/voucher holder family, that is not unsuitable for the disabilities of any family member, that is not in such substandard condition that it is uninhabitable, or that is not located in a place that is too distant to make commuting to work infeasible.

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

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

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

A payment to the owner for rent to owner under the family's lease.

An additional payment to the family if the total assistance payment exceeds the rent to owner. The additional payment is called a "utility reimbursement" payment.

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

HOUSING ASSISTANCE PLAN. (1) A Housing Assistance Plan submitted by a local government participating in the Community Development Block Program as part of the block grant application, in accordance with the requirements of 570.3 03(c) submitted by a local government not participating in the Community Development Block Grant Program and approved by HUD. (2) A Housing Assistance Plan meeting the requirements of 570.303(c) submitted by a local government not participating in the Community Development Block Grant Program and approved by HUD.

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

HUD. The Department of Housing and Urban Development.

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

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

IMPUTED INCOME. Imputed income is calculated by multiplying the net cash value of the asset (found by deducting reasonable costs that would be incurred in disposing of the asset from the market value) by the HUD-published passbook rate. (Passbook rate – 0.45% for 2025; 0.40% for 2026; 0.38% for 2027)

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

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

INCOME FOR ELIGIBILITY. Annual Income.

INDEPENDENT CONTRACTOR. An individual who qualifies as an independent contractor instead of an employee in accordance with the IRS Code Federal income tax requirements and whose earnings are consequently subject to the Self-Employment Tax. In general, an individual is an independent contractor if the payer has the right to control or direct only the result of the work, and not what will be done and how it will be done.

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

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

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

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

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

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

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

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

INTIMATE PARTNER: The term “spouse or intimate partner of the victim” 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.

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

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

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

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

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

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

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

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

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

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

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

MEDICAL EXPENSE ALLOWANCE. For purposes of calculating adjusted income for elderly or disabled families only, medical expenses mean the medical expense not compensated for or covered by insurance in excess of 10% of Annual Income. 24 CFR § 5.603

MERGER DATE. October 1, 1999.

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

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

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

MONTHLY INCOME. 1/12 of the Annual Income.

MUTUAL HOUSING. Included in the definition of COOPERATIVE.

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

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

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

NET FAMILY ASSETS. The net cash value of all assets owned by the family, after deducting reasonable costs that would be incurred in disposing real property, savings, stocks, bonds and other forms of capital investment. 24 CFR § 5.603

In determining net family assets, the PHA must 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 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 consideration not measurable in dollar terms. Negative equity in real property or other investments does not prohibit an owner from selling the property or other investments, so negative equity alone would not justify excluding the property or other investments from family assets.

Excluded from the calculation of net family assets are:

- The value of necessary items of personal property
- The combined value of all non-necessary items of personal property if the combined total value does not exceed $50,000 (which will be adjusted by HUD in accordance with the Consumer Price Index) [The threshold amount is $50,000 for 2024, $51,600 for 2025, $52,787 for 2026, and $54,898 for 2027.]
- The value any account under a retirement plan recognized as such by the IRS, including individual retirement arrangements, employer retirement plans (pensions), and retirement plans for self-employed individuals.
- The value of real property that the family does not have the effective legal authority to sell in the jurisdiction in which the property is located.
- Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence or other breach of duty owed to a family member arising out of law, that resulted in a family member being a person with a disability.
- The value of any Coverdell education savings account under section 530 of the IRS code, the value of any qualified tuition program under section 529 of such Code, the value of any Achieving a Better Life Experience (ABLE) account under Section 629A of such Code, and the

value of any "baby bond account created, authorized or funded by Federal, State or local government.

- Interests in Indian trust land
- Equity in a manufactured home where the family receives assistance under the Housing Choice Voucher program.
- Family Self Sufficiency accounts.
- Federal tax refunds or refundable tax credits for a period of 12 months after the receipt by the family.
- An irrevocable trust.

NET FAMILY CONTRIBUTION. Former name for Tenant Rent.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A consortia of housing agencies, each of which meets the qualifications in paragraph (1) of this definition, that HUD determines has the capacity and capability to efficiently administer the program (in which case, HUD may enter into a consolidated ACC with any legal entity authorized to act as the legal representative of the consortia members):

Any other public or private non-profit entity that was administering a Section 8 tenant-based assistance program pursuant to a contract with the contract administrator of such program (HUD or a PHA) on October 21, 1998; or

For any area outside the jurisdiction of a PHA that is administering a tenant -based program, or where HUD determines that such PHA is not administering the program effectively, a private non-profit entity or a governmental entity or public body that would otherwise lack jurisdiction to administer the program in such area.

REAL PROPERTY. as used in this part has the same meaning as that provided under the law of the State in which the property is located. 24 CFR § 5.100

[Ohio Revised Code Section 5701.02 -

(A) "Real property," "realty," and "land" include land itself, whether laid out in town lots or otherwise, all growing crops, including deciduous and evergreen trees, plants, and shrubs, with all things contained therein, and, unless otherwise specified in this section or section 5701.03 of the Revised Code, all buildings, structures, improvements, and fixtures of whatever kind on the land, and all rights and privileges belonging or appertaining thereto. "Real property" does not include a manufactured home as defined in division (C)(4) of section 3781.06 of the Revised Code or a mobile home, travel trailer, or park trailer, each as defined in section 4501.01 of the Revised Code, that is not a manufactured or mobile home building as defined in division (B)(2) of this section.

(B)

(1) "Building" means a permanent fabrication or construction, attached or affixed to land, consisting of foundations, walls, columns, girders, beams, floors, and a roof, or some combination of these elemental parts, that is intended as a habitation or shelter for people or animals or a shelter for tangible personal property, and that has structural integrity independent of the tangible personal property, if any, it is designed to shelter. "Building" includes a manufactured or mobile home building as defined in division (B)(2) of this section.

(2) "Manufactured or mobile home building" means a mobile home as defined in division (O) of section 4501.01 of the Revised Code or a manufactured home as defined in division (C)(4) of section 3781.06 of the Revised Code, if the home meets both of the following conditions:

(a) The home is affixed to a permanent foundation as defined in division (C)(5) of section 3781.06 of the Revised Code and is located on land owned by the owner of the home.

(b) The certificate of title for the home has been inactivated by the clerk of the court of common pleas that issued it pursuant to section 4505.11 of the Revised Code.]

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

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

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

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

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

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

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

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

RESIDENT ASSISTANT. A person who lives in an Independent Group Residence and provides on a daily basis some or all of the necessary services to elderly, handicapped, and disabled individuals receiving Section 8 housing assistance and who is essential to these individuals' care or wellbeing. A Resident Assistant shall not be related by blood, marriage

or operation of law to individuals receiving Section 8 assistance nor contribute to a portion of his/her income or resources towards the expenses of these individuals.

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

SEASONAL WORKER. An individual who is hired into a short-term position and the employment begins about the same time each year (such as summer or winter). Typically, the individual is hired to address seasonal demands that arise for the particular employer or industry

SECRETARY. The Secretary of Housing and Urban Development.

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

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

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

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

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

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

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

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

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

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

Below-market interest rates pursuant to Section 221 (d)(3) and (5) or interest reduction payments pursuant to Section 236 of the National Housing Act; or

Rent supplement payments under Section 101 of the Housing and Urban Development Act of 1965; or

Direct loans pursuant to Section 202 of the Housing Act of 1959; or

Payments under the Section 23 Housing Assistance Payments Program pursuant to Section 23 of the United States Housing Act of 1937 prior to amendment by the Housing and Community Development Act of 1974;

Payments under the Section 8 Housing Assistance Payments Program pursuant to Section 8 of the United States Housing Act after amendment by the Housing and Community Development Act unless the project is owned by a Public Housing Agency;

A Public Housing Project.

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

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

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

TECHNOLOGICAL ABUSE. The term 'technological abuse' means an act or pattern of behavior that occurs within domestic violence, sexual assault, dating violence or stalking and is intended to harm, threaten, intimidate, control, stalk, harass, impersonate, exploit, extort, or monitor, except as otherwise permitted by law, another person, that occurs using any form of technology, including but not limited to: internet enabled devices, online spaces and platforms, computers, mobile devices, cameras and imaging programs, apps, location tracking devices, or communication technologies, or any other emerging technologies.

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

TENANT. The person or persons (other than a live-in-aide) who executes the lease as lessee of the dwelling unit. VAWA 2015: "tenant" refers to an assisted family and the members of the household on their lease, but does not include guest or unreported members of a household. Additionally, a live-in aide or caregiver is not a tenant, unless otherwise provided by program regulations, and cannot invoke VAWA protections.

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

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

UNEARNED INCOME. Any annual income, as calculated under §5.609 that is not earned income.

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

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

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

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

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

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

VACANCY LOSS PAYMENTS. (For pre-merger certificate contracts effective prior to 10/2/95) When a family vacates its unit in violation of its lease, the owner is eligible for 80% of the Contract Rent for a vacancy period of up to one additional month, (beyond the month in which the vacancy occurred) if s/he notifies the PHA as soon as s/he learns of the vacancy, makes an effort to advertise the unit, and does not reject any eligible applicant except for good cause.

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

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

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

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

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

VOUCHER HOLDER. A family holding a voucher with an unexpired term (search time). **VOUCHER PROGRAM.** The Housing Choice Voucher program.

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

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

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

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

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

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

C. GLOSSARY OF TERMS USED IN THE NONCITIZENS RULE

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

CITIZEN. A citizen or national of the United States.

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

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

HUD. Department of Housing and Urban Development.

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

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

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

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

PHA. A housing authority that operates Public Housing.

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

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

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

Inflation-Adjusted Factors Table

HOTMA item	2027 effective value	Regulation	Plan Reference
Dependent deduction	$525	24 CFR 5.611(a)(1)	HUD-published annual dependent deduction
Elderly / disabled family deduction	$575	24 CFR 5.611(a)(2)	HUD-published annual elderly/disabled deduction
Dependent full-time student earned-income exclusion	$525	24 CFR 5.609(b)(14)	HUD-published annual student earned-income exclusion
Adoption assistance income exclusion	$525	24 CFR 5.609(b)(15)	HUD-published annual adoption assistance exclusion
Net family asset eligibility restriction	$109,797	24 CFR 5.618(a)	HUD-published annual net family asset limit
Imputed asset income threshold	$54,898	24 CFR 5.609(a)(2)	HUD-published annual asset imputation threshold
Non-necessary personal property threshold	$54,898	24 CFR 5.603(b)	HUD-published annual personal property threshold
Asset self-certification threshold	$54,898	24 CFR 982.516	HUD-published annual asset self-certification threshold
Passbook savings rate	0.38%	24 CFR 5.609(a)(2)	HUD-published passbook savings rate
Medical/disability deduction threshold	10% of annual income	24 CFR 5.611	Not an annually inflation-adjusted dollar value; hardship exceptions may apply

ADDENDUM

Program Integrity Addendum

[24 CFR 792.101 to 792.204, 982.54]

Introduction

The US Department of HUD conservatively estimates that 200 million dollars is paid annually to program participants who falsify or omit material facts in order to gain more rental assistance than they are entitled to under the law. HUD further estimates that 12% of all HUD -assisted families are either totally ineligible, or are receiving benefits which exceed their legal entitlement.

The PHA is committed to assuring that the proper level of benefits is paid to all participating families, and that housing resources reach only income-eligible families so that program integrity can be maintained.

The PHA will take all steps necessary to prevent fraud, waste, and mismanagement so that program resources are utilized judiciously.

This Chapter outlines the PHA's policies for the prevention, detection and investigation of program abuse and fraud.

A. CRITERIA FOR INVESTIGATION OF SUSPECTED ABUSE AND FRAUD

Under no circumstances will the PHA undertake an inquiry or an audit of a participating family arbitrarily. The PHA's expectation is that participating families will comply with HUD requirements, provisions of the voucher, and other program rules. The PHA staff will make every effort (formally and informally) to orient and educate all families in order to avoid unintentional violations. However, the PHA has a responsibility to HUD, to the Community, and to eligible families in need of housing assistance, to monitor participants and owners for compliance and, when indicators of possible abuse come to the PHA' s attention, to investigate such claims.

The PHA will initiate an investigation of a participating family only in the event of one or more of the following circumstances:

> **Referrals, Complaints, or Tips.** The PHA will follow up on referrals from other agencies, companies or persons which are received by mail, by telephone or in person, which allege that a family is in non-compliance with, or otherwise violating the family obligations or any other program rules. Such follow-up will be made providing that the referral contains at least one item of information that is independently verifiable. A copy of the allegation will be retained in the family's file.

Internal File Review. A follow-up will be made if PHA staff discovers (as a function of a certification or recertification, an interim redetermination, or a quality control review), information or facts which conflict with previous file data, the PHA's knowledge of the family, or is discrepant with statements made by the family.

Verification of Documentation. A follow-up will be made if the PHA receives independent verification or documentation which conflicts with representations in the family's file (such as public record information or credit bureau reports, reports from other agencies).

B. STEPS THE PHA WILL TAKE TO PREVENT PROGRAM ABUSE AND FRAUD

The PHA management and staff will utilize various methods and practices (listed below) to prevent program abuse, non-compliance, and willful violations of program rules by applicants and participating families. This policy objective is to establish confidence and trust in the management by emphasizing education as the primary means to obtain compliance by families.

Things You Should Know. This program integrity bulletin (created by HUD's Inspector General) will be furnished and explained to all applicants to promote understanding of program rules, and to clarify the PHA's expectations for cooperation and compliance.

Program Orientation Session. Mandatory orientation sessions will be conducted by the PHA staff for all prospective program participants, either prior to or upon issuance of a voucher. At the conclusion of all Program Orientation Sessions, the family representative will be required to sign a "Program Briefing Certificate" to confirm that all rules and pertinent regulations were explained to them.

Resident Counseling. The PHA will routinely provide participant counseling as a part of every recertification interview in order to clarify any confusion pertaining to program rules and requirements.

Review and explanation of Forms. Staff will explain all required forms and review the contents of all (re)certification documents prior to signature.

Use of Instructive Signs and Warnings. Instructive signs will be conspicuously posted in common areas and interview areas to reinforce compliance with program rules and to warn about penalties for fraud and abuse

Participant Certification. All family representatives will be required to sign a "Participant Certification" form, as contained in HUD's Participant Integrity Program Manual.

*** Other:**

C. STEPS THE PHA WILL TAKE TO DETECT PROGRAM ABUSE AND FRAUD

The PHA Staff will maintain a high level of awareness to indicators of possible abuse and fraud by assisted families.

Quality Control File Reviews. Prior to initial certification, and at the completion of all subsequent recertifications, **ten percent (10%) of files** will be reviewed. Such reviews shall include, but are not limited to:

*** Assurance that verification of all income and deductions**

is present. * Changes in reported Social Security Numbers

or dates of birth.

*** Authenticity of file documents.**

*** Ratio between reported income and expenditures.**

*** Review of signatures for consistency with previously signed**

file documents. * All forms are correctly dated and signed.

Observation. The PHA Management and Occupancy Staff (to include inspection personnel) will maintain high awareness of circumstances which may indicate program abuse or fraud, such as unauthorized persons residing in the household and unreported income.

*** Observations will be documented in the**

family's file. Public Record Bulletins may be reviewed

by Management and Staff.

State Wage Data Record Keepers. Inquiries to State Wage and Employment record keeping agencies as authorized under Public Law 100-628, the Stewart B. McKinley Homeless Assistance Amendments Act of 1988, may be made annually in order to detect unreported wages or unemployment compensation benefits.

Credit Bureau Inquiries. Credit Bureau inquiries may be made (with proper authorization by the participant) in the following circumstances:

*** At the time of final eligibility determination**

*** When an allegation is received by the PHA wherein unreported income sources are disclosed.**

*** When a participant's expenditures exceed his/her reported income, and no plausible explanation is given.**

D. THE PHA'S HANDLING OF ALLEGATIONS OF POSSIBLE ABUSE AND FRAUD

The PHA staff will encourage all participating families to report suspected abuse to **the Sandusky MHA office.** All such referrals, as well as referrals from community members and other agencies, will be thoroughly documented and placed in the participant's file. All allegations, complaints and tips will be carefully evaluated in order to determine if they warrant follow-up. The **Occupancy staff** will not follow up on allegations which are vague or otherwise non-specific. They will only review allegations which contain one or more independently verifiable facts.

File Review. An internal file review will be conducted to determine:

If the subject of the allegation is a client of the PHA and, if so, to determine whether or not the information reported PHAs been previously disclosed by the family.

It will then be determined if the PHA is the most appropriate authority to do a follow -up (more so than police or social services). Any file documentation of past behavior as well as corroborating complaints will be evaluated.

Conclusion of Preliminary Review. If at the conclusion of the preliminary file review there is/are fact(s) contained in the allegation which conflict with file data, and the fact(s) are independently verifiable, the **Occupancy Specialist** will initiate an investigation to determine if the allegation is true or false.

E. OVERPAYMENTS TO OWNERS

*** If the landlord PHAs been overpaid as a result of fraud, misrepresentation or violation of the Contract, the PHA may terminate the Contract and arrange for restitution to the PHA and/or family as appropriate.**

*** The PHA will make every effort to recover any overpayments made as a result of landlord fraud or abuse. Payments otherwise due to the owner may be debited in order to repay the PHA or the tenant, as applicable.**

F. HOW THE PHA WILL INVESTIGATE ALLEGATIONS OF ABUSE AND FRAUD

If the PHA determines that an allegation or referral warrants follow -up, either the staff person who is responsible for the file, or a person designated by the Executive Director to monitor the program compliance will conduct the investigation. The steps taken will depend upon the nature of the allegation and may include, but are not limited to, the items listed below. In all cases, the
PHA will secure the written authorization from the program participant for the release of information.

*** Credit Bureau Inquiries. In cases involving previously unreported income sources, a CBI inquiry may be made to determine if there is financial activity that conflicts with the reported income of the family.**

*** Verification of Credit. In cases where the financial activity conflicts with file data, a *Verification of Credit* form may be mailed to the creditor in order to determine the unreported income source.**

*** Employers and Ex-Employers. Employers or ex-employers may be contacted to verify wages which may have been previously undisclosed or misreported.**

*** Neighbors/Witnesses. Neighbors and/or other witnesses may be interviewed who are believed to have direct or indirect knowledge of facts pertaining to the PHA's review.**

*** Other Agencies. Investigators, case workers or representatives of other benefit agencies may be contacted.**

*** Public Records. If relevant, the PHA will review public records kept in any jurisdictional courthouse. Examples of public records which may be checked are: real estate, marriage, divorce, uniform commercial code financing statements, voter registration, judgments, court or police records, state wage records, utility records and postal records.**

*** Interviews with Head of Household or Family Members. The PHA will discuss the allegation (or details thereof) with the Head of Household or family member by scheduling an appointment at the appropriate PHA office. A high standard of courtesy and professionalism will be maintained by the PHA staff person who conducts such interviews. Under no circumstances will inflammatory language, accusation, or any unprofessional conduct or language be tolerated by the management. If possible, an additional staff person will attend such interviews.**

G. PLACEMENT OF DOCUMENTS, EVIDENCE AND STATEMENTS OBTAINED BY THE PHA

Documents and other evidence obtained by the PHA during the course of an investigation will be considered "work product" and will either be kept in the participant's file, or in a separate "work file." In either case, the participant's file or work file shall be kept in a locked file cabinet. Such cases under review will not be discussed among PHA Staff unless they are involved in the process, or have information which may assist in the investigation.

H. CONCLUSION OF THE PHA'S INVESTIGATIVE REVIEW

At the conclusion of the investigative review, the reviewer will report the findings to the Executive Director or designee. It will then be determined whether a

violation P HAs occurred, a violation PHAs not occurred, or if the facts are inconclusive.

I. EVALUATION OF THE FINDINGS

If it is determined that a program violation has occurred, the PHA will review the facts to determine:

The type of violation (procedural, non-compliance, fraud). Whether the violation was intentional or unintentional. What amount of money (if any) is owed by the family.

If the family is eligible for continued occupancy.

J. ACTION PROCEDURES FOR VIOLATIONS WHICH HAVE BEEN DOCUMENTED

Once a program violation PHAs been documented, the PHA will propose the most appropriate remedy based upon the type and severity of the violation.

1. Procedural Non-compliance. This category applies when the family "fails to" observe a procedure or requirement of the PHA , but does not misrepresent a material fact, and there is no retroactive assistance payments owed by the family.

Examples of non-compliance violations are:

Failure to appear at a pre-scheduled appointment.

Failure to return verification in time period specified by the PHA.

(a) Warning Notice to the Family. In such cases a notice will be sent to the family which contains the following:

*** A description of the non-compliance and the procedure, policy or obligation which was violated.**

*** The date by which the violation must be corrected, or the procedure complied with.**

*** The action which will be taken by the PHA if the procedure or obligation is not complied with by the date specified by the PHA.**

*** The consequences of repeated (similar) violations.**

2. Procedural Non-compliance - Overpaid Assistance. When the family owes money to the PHA for failure to report changes in income or assets, the PHA will issue a Notification of Overpayment of Assistance. This Notice will contain the following: A description of the violation and the date(s).

Any amounts owed

to the PHA. A **ten**

(10) day response

period.

The right to disagree and to request an informal hearing with instructions for the request of such hearing.

(a) Participant Fails to Comply with PHA's Notice. If the Participant fails to comply with the PHA's notice, and a family obligation PHAs been violated, the PHA will initiate termination of assistance.

(b) Participant Complies with PHA's Notice. When a family complies the PHA's notice, the staff person responsible will meet with him/her to discuss and explain the Family Obligation or program rule which was violated. The staff person will complete a Participant Counseling Report, give one copy to the family and retain a copy in the family's file.

3. Intentional Misrepresentations. When a participant falsifies, misstates, omits or otherwise misrepresents a material fact which results (or would have resulted) in an overpayment of housing assistance by the PHA, the PHA will evaluate whether or not:

The participant had knowledge that his/her actions were

wrong, and The participant willfully violated the family

obligations or the law.

Knowledge that the action or inaction was wrong. This will be evaluated by determining if the participant was made aware of program requirements and prohibitions. The participant's signature on various certification, briefing certificate, Personal Declaration and Things You Should Know are adequate to establish knowledge of wrong -doing.

The participant willfully violated the law. Any of the following circumstances will be considered adequate to demonstrate willful intent:

(a) An admission by the participant of the misrepresentation.

(b) That the act was done repeatedly.

(c) If a false name or Social Security Number was used.

(d) If there were admissions to others of the illegal action or omission.

(e) That the participant omitted material facts which were known to him/her (e.g., employment of self or other household member).

(f) That the participant falsified, forged or altered documents.

(g) That the participant uttered and certified to statements at an interim (re)determination which were later independently verified to be false.

4. Dispositions of Cases Involving Misrepresentations. In all cases of misrepresentations involving efforts to recover monies owed, the PHA may pursue, depending upon its evaluation of the criteria stated above, one or more of the following actions:

(a) Criminal Prosecution: If the PHA has established criminal intent, and the case meets the criteria for prosecution, the PHA will:

*** Refer the case to the local State or District Attorney, notify HUD's RIGI, and terminate rental assistance.**

(b) Administrative Remedies: The PHA will:

*** Terminate assistance and demand payment of restitution in full.**

Permit continued assistance at the correct level and execute an administrative repayment agreement in accordance with the PHA's repayment policy.

*** 5. The Case Conference for Serious Violations and Misrepresentations. When the PHA has established that material misrepresentation(s) have occurred, a Case Conference will be scheduled with the family representative and the PHA staff person who is most knowledgeable about the circumstances of the case.**

*** This conference will take place prior to any proposed action by the PHA. The purpose of such conference is to review the information and evidence obtained by the PHA with the participant, and to provide the participant an opportunity to explain any document findings which conflict with representations in the family's file. Any documents or mitigating circumstances presented by the family will be taken into consideration by the PHA . The family will be given** ten (10) **days to furnish any mitigating evidence.**

*** A secondary purpose of the Participant Conference is to assist the PHA in determining the course of action most appropriate for the case. Prior to the final determination of the proposed action, the PHA will consider:**

*** The duration of the violation and number of false statements. ***

The family's ability to understand the rules.

*** The family's willingness to cooperate, and to accept responsibility for his/her actions**

*** The amount of money involved.**

*** The family's past history**

*** Whether or not criminal intent has been established. ***

The number of false statements.

6.Notification to Participant of Proposed Action. The PHA will notify the family of the proposed action no later than **seven (7)** days after the case conference by certified mail.