ADMINISTRATIVE PLAN

FOR THE

HOUSING CHOICE VOUCHER PROGRAM

Scheduled for Approval by the HA Board of Commissioners: 09/22/10

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GLOSSARY
Chapter 1

OVERVIEW OF THE PROGRAM AND PLAN

INTRODUCTION

DHA receives its funding for the Housing Choice Voucher (HCV) program from the Department of Housing and Urban Development (HUD). DHA is not a federal department or agency. A public housing agency (PHA) is a governmental or public body, created and authorized by state law to develop and operate housing and housing programs for low-income families. DHA enters into an Annual Contributions Contract (ACC) with HUD to administer the program requirements on behalf of HUD. DHA must ensure compliance with federal laws, regulations and notices and must establish policy and procedures to clarify federal requirements and to ensure consistency in program operation.

This chapter contains information about DHA and its programs with emphasis on the HCV program. It also contains information about the purpose, intent and use of the plan and guide.

There are four parts to this chapter:

Part I: The Public Housing Agency (PHA). This part includes a description of DHA, its jurisdiction, its programs, and its mission and intent.

Part II: The HCV Program. This part contains information about the Housing Choice Voucher program operation, roles and responsibilities, and partnerships.

Part III: The HCV Administrative Plan. This part discusses the purpose and organization of the plan and its revision requirements.

PART I: DHA

1-I.A. OVERVIEW

This part explains the origin of DHA’s creation and authorization, the general structure of the organization, and the relationship between DHA Board and staff.

1-I.B. ORGANIZATION AND STRUCTURE OF DHA

The Section 8 tenant-based Housing Choice Voucher (HCV) assistance program is funded by the federal government and administered by the Housing Authority of the City of Durham (DHA) for the jurisdiction of the City and County of Durham, North Carolina.

The officials of DHA are known as commissioners or, collectively, as the Board of Commissioners. Commissioners are appointed in accordance with state housing law and generally serve in the same capacity as the directors of a corporation, establishing policies under which DHA conducts business, ensuring that policies are followed by DHA staff and ensuring that DHA is successful in its mission. The Board is responsible for preserving and expanding the agency’s resources and assuring the agency’s continued viability.
1. Formal actions of DHA are taken through written resolutions, adopted by the board of commissioners, recorded and entered into the official records of DHA.

The principal staff member of DHA is the Chief Executive Officer (CEO), hired and appointed by the Board of Commissioners. The CEO is directly responsible for carrying out the policies established by the commissioners and is delegated the responsibility for hiring, training and supervising the remainder of DHA’s staff in order to manage the day-to-day operations of DHA to ensure compliance with federal and state laws and directives for the programs managed. In addition, the Chief Operating Officer’s duties include budgeting and financial planning for the agency.

1-I.C. DHA MISSION

The purpose of a mission statement is to communicate the purpose of the agency to people inside and outside of the agency. It provides guiding direction for developing strategy, defining critical success factors, searching out key opportunities, making resource allocation choices, satisfying clients and stakeholders, and making decisions.

**DHA Policy**

DHA’s mission is to be a leader for affordable housing in Durham County by serving as a housing safety net; Promoting individual self sufficiency; Leveraging core housing competency; Durham Housing Authority’s Mission is Managing Real Estate, facilitating and participating in mixed income housing development.

DHA’s mission is to provide safe, decent and sanitary housing conditions for very low-income families and to manage resources efficiently. DHA is to promote personal, economic and social upward mobility to provide families the opportunity to make the transition from subsidized to non-subsidized housing.

The vision of DHA is for Durham to be a model community for affordable housing, with a diverse housing portfolio for moderate and low income families, a quality housing safety net for temporary transitional and special populations, and new developments with affordable housing choices.

1-I.D. DHA’S PROGRAMS

The following programs are included under this administrative plan:

**DHA Policy**

DHA’s administrative plan is applicable to the operation of the Housing Choice Voucher program.

1-I.E. DHA’S COMMITMENT TO ETHICS AND SERVICE

As a public service agency, DHA is committed to providing excellent service to HCV program participants – families and owners – in the community. DHA’s standards include:
• Administer applicable federal and state laws and regulations to achieve high ratings in compliance measurement indicators while maintaining efficiency in program operation to ensure fair and consistent treatment of clients served.

• Provide decent, safe, and sanitary housing – in compliance with program housing quality standards – for very low income families while ensuring that family rents are fair, reasonable, and affordable.

• Encourage self sufficiency of participant families and assist in the expansion of family opportunities which address educational, socio-economic, recreational and other human services needs.

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

• 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.

• 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.

• Create positive public awareness and expand the level of family, owner, and community support in accomplishing DHA’s mission.

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

• Administer an efficient, high-performing agency through continuous improvement of DHA’s support systems and commitment to our employees and their development.

DHA will make every effort to keep program participants informed of HCV program rules and regulations, and to advise participants of how the program rules affect them.

PART II: THE HOUSING CHOICE VOUCHER (HCV) PROGRAM

1-II.A. OVERVIEW AND HISTORY OF THE PROGRAM

The intent of this section is to provide the public and staff with information related to the overall operation of the program. There have been many changes to the program since its inception in 1974 and a brief history of the program will assist the audience in understanding the program.

The United States Housing Act of 1937 (the “Act”) is responsible for the birth of federal housing program initiatives. The Act was intended to provide financial assistance to states and cities for public works projects, slum clearance and the development of affordable housing developments for low-income residents.

The Housing and Community Development (HCD) Act of 1974 created a new federally assisted housing program – the Section 8 Existing program (also known as the Section 8 Certificate program). The HCD Act represented a significant shift in federal housing strategy from locally owned public housing to privately owned rental housing.
Under the Certificate program, federal housing assistance payments were made directly to private owners of rental housing, where this housing was made available to lower-income families. Eligible families were able to select housing in the private rental market. Assuming that the housing met certain basic physical standards of quality (“housing quality standards”) and was within certain HUD-established rent limitations (“fair market rents”), the family would be able to receive rental assistance in the housing unit. Family contribution to rent was generally set at 30 percent of the family’s adjusted income, with the remainder of the rent paid by the program.

Another unique feature of the Certificate program was that the rental assistance remained with the eligible family, if the family chose to move to another privately-owned rental unit that met program requirements (in contrast to the public housing program where the rental assistance remains with the unit, should the family decide to move). Consequently, the Certificate program was characterized as tenant-based assistance, rather than unit-based assistance.

The Housing and Community Development (HCD) Act of 1987 authorized a new version of tenant-based assistance – the Section 8 Voucher program. The Voucher program was very similar to the Certificate program in that eligible families were able to select housing in the private rental market and receive assistance in that housing unit.

However, the Voucher program permitted families more options in housing selection. Rental housing still had to meet the basic housing quality standards, but there was no fair market rent limitation on rent. In addition, family contribution to rent was not set at a limit of 30 percent of adjusted income. Consequently, depending on the actual rental cost of the unit selected, a family might pay more or less than 30 percent of their adjusted income for rent.

From 1987 through 1999, public housing agencies managed both the Certificate and Voucher tenant-based assistance programs, with separate rules and requirements for each. From 1994 through 1998, HUD published a series of new rules, known as “conforming” rules, to more closely combine and align the two similar housing programs, to the extent permitted by the law.

In 1998, the Quality Housing and Work Responsibility Act (QHWRA) – also known as the Public Housing Reform Act – was signed into law. QHWRA eliminated all statutory differences between the Certificate and Voucher tenant-based programs and required that the two programs be merged into a single tenant-based assistance program, now known as the Housing Choice Voucher (HCV) program.

The HCV program was modeled closely on the pre-merger Voucher program. However, unlike the pre-merger Voucher program, the HCV program requires an assisted family to pay at least 30 percent of adjusted income for rent.

The transition of assistance from the Certificate and Voucher programs to the new HCV program began in October 1999. By October 2001, all families receiving tenant-based assistance were converted to the HCV program.

1-II.B. HCV PROGRAM BASICS

The purpose of the HCV program is to provide rental assistance to eligible families. The rules and regulations of the HCV program are determined by the U.S. Department of Housing and
Urban Development. DHA is afforded choices in the operation of the program which are included in DHA’s administrative plan, a document approved by the board of commissioners of DHA.

The HCV program offers mobility to eligible families because they may search for suitable housing anywhere in DHA’s jurisdiction and may also be eligible to move under portability to other PHAs’ jurisdictions.

When a family is determined to be eligible for the program and funding is available, DHA issues the family a housing voucher. When the family finds a suitable housing unit and funding is available, DHA will enter into a contract with the owner and the family will enter into a lease with the owner. Each party makes their respective payment to the owner so that the owner receives full rent.

Even though the family is determined to be eligible for the program, the owner has the responsibility of approving the family as a suitable renter. DHA continues to make payments to the owner as long as the family is eligible and the housing unit continues to qualify under the program.

1-II.C. THE HCV PARTNERSHIPS

To administer the HCV program, DHA enters into a contractual relationship with HUD. DHA also enters into contractual relationships with the assisted family and the owner or landlord of the housing unit.

For the HCV program to work and be successful, all parties involved – HUD, DHA, the owner, and the family – have important roles to play. The roles and responsibilities of all parties are defined in federal regulations and in legal documents that parties execute to participate in the program.
The chart below illustrates key aspects of these relationships.

The HCV Relationships:

- Congress Appropriates Funding
- HUD Provides Funding To DHA
- Program Regulations and ACC specifies DHA Obligations and Voucher Funding
- DHA Administers Program
- Voucher specifies Family Obligations
- Housing Assistance Payments (HAP) Contract specifies Owner and DHA Obligations
- Lease specifies Tenant and Landlord Obligations
- Owner / Landlord

Family (Program Participant)
What role does HUD play?

HUD has the following major responsibilities:

- Develop regulations, requirements, handbooks, notices and other guidance to implement HCV housing program legislation passed by Congress;
- Allocate HCV program funds to DHA;
- Provide technical assistance to DHA on interpreting and applying HCV program requirements;
- Monitor DHA compliance with HCV program requirements and DHA performance in program administration.

What are the responsibilities of DHA?

DHA administers the HCV program under contract with HUD and has the following major responsibilities:

- Establish local policies;
- Review applications from interested applicant families to determine whether applicants are eligible for the program;
- Maintain waiting list and select families for admission;
- Issue voucher to selected family and, if necessary, assist the family in finding a place to live;
- Conduct outreach to owners, with special attention to owners outside areas of poverty or minority concentration;
- Approve the rental unit (including assuring compliance with housing quality standards and rent reasonableness), the owner, and the tenancy;
- Make housing assistance payments to the owner in a timely manner;
- Ensure that families and their rental units continue to qualify under the program;
- Ensure that owners and families comply with program rules;
- Provide families and owners with prompt, professional service;
- Comply with all fair housing and equal opportunity requirements, HUD regulations and requirements, the Annual Contributions Contract, HUD-approved applications for funding, DHA’s administrative plan, and other applicable federal, state and local laws.

What are the responsibilities of the Property Owner?

The owner has the following major responsibilities:

- Screen families who apply for tenancy, to determine if they will be good renters.
  - DHA can provide some information to the owner, but the primary responsibility for tenant screening rests with the owner.
- The owner should consider family background factors such as rent and bill-paying history, history of caring for property, respecting the rights of others to peaceful enjoyment of the property, compliance with essential conditions of tenancy, whether the family is engaging in drug-related criminal activity or other criminal activity that might threaten others.

- Comply with the terms of the Housing Assistance Payments contract, executed with DHA;
- Comply with all applicable fair housing laws and discriminate against no one;
- Maintain the housing unit by making necessary repairs in a timely manner;
- Collect rent due from the assisted family and otherwise comply with and enforce provisions of the dwelling lease.

**What are the responsibilities of participating families?**

The family has the following responsibilities:

- Provide DHA with complete and accurate information, determined by DHA to be necessary for administration of the program;
- Make their best and most timely efforts to find a place to live that is suitable for them and that qualifies for the program;
- Attend all appointments scheduled by DHA;
- Allow DHA to inspect the unit at reasonable times and after reasonable notice;
- Take responsibility for care of the housing unit, including any violations of housing quality standards caused by the family;
- Comply with the terms of the lease with the owner;
- Comply with the family obligations of the voucher;
- Not commit serious or repeated violations of the lease;
- Not engage in drug-related or violent criminal activity;
- Notify DHA and the owner before moving or terminating the lease;
- Use the assisted unit only for residence and as the sole residence of the family. Not sublet the unit, assign the lease, or have any interest in the unit;
- Promptly notify DHA of any changes in family composition;
- Not commit fraud, bribery, or any other corrupt or criminal act in connection with any housing programs.

If all parties fulfill their obligations in a professional and timely manner, the program responsibilities will be fulfilled effectively.
1-II.D. APPLICABLE REGULATIONS

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

PART III: THE HCV ADMINISTRATIVE PLAN

1-III.A. OVERVIEW AND PURPOSE OF THE PLAN

The administrative plan is required by HUD. 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 DHA’s agency plan. This administrative plan is a supporting document to DHA agency plan, and is available for public review as required by CFR 24 Part 903.

This administrative plan is set forth to define DHA'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 handbooks and guidebooks, notices and 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.

DHA is responsible for complying with all changes in HUD regulations pertaining to the HCV program. If such changes conflict with this plan, HUD regulations will have precedence.

Administration of the HCV program and the functions and responsibilities of DHA staff shall be in compliance with DHA's personnel policy and HUD’s Section 8 regulations as well as all federal, state and local fair housing laws and regulations.

1-III.B. CONTENTS OF THE PLAN [24 CFR 982.54]

HUD regulations contain a list of what must be included in the administrative plan. DHA administrative plan must cover DHA policies on these subjects: (reordered according to plan)

- Selection and admission of applicants from DHA waiting list, including any DHA admission preferences, procedures for removing applicant names from the waiting list, and procedures for closing and reopening DHA waiting list (Chapter 4);

- Issuing or denying vouchers, including DHA policy governing the voucher term and any extensions or suspensions of the voucher term. 'Suspension' means stopping the clock on the term of a family's voucher after the family submits a request for approval of the tenancy. If DHA decides to allow extensions or suspensions of the voucher term, DHA administrative plan must describe how DHA determines whether to grant extensions or suspensions, and how DHA determines the length of any extension or suspension (Chapter 5);
• Any special rules for use of available funds when HUD provides funding to DHA for a special purpose (e.g., desegregation), including funding for specified families or a specified category of families (Chapter 4);

• Occupancy policies, including definition of what group of persons may qualify as a 'family', definition of when a family is considered to be 'continuously assisted'; standards for denying admission or terminating assistance based on criminal activity or alcohol abuse in accordance with 982.553 (Chapters 3 and 12);

• Encouraging participation by owners of suitable units located outside areas of low income or minority concentration (Chapter 13);

• Assisting a family that claims that illegal discrimination has prevented the family from leasing a suitable unit (Chapter 2);

• Providing information about a family to prospective owners (Chapters 3 and 9);

• Disapproval of owners (Chapter 13);

• Subsidy standards (Chapter 5);

• Family absence from the dwelling unit (Chapter 12);

• How to determine who remains in the program if a family breaks up (Chapter 3);

• Informal review procedures for applicants (Chapter 16);

• Informal hearing procedures for participants (Chapter 16);

• The process for establishing and revising voucher payment standards (Chapter 16);

• The method of determining that rent to owner is a reasonable rent (initially and during the term of a HAP contract) (Chapter 8);

• Special policies concerning special housing types in the program (e.g., use of shared housing) (Chapter 15);

• Policies concerning payment by a family to DHA of amounts the family owes DHA (Chapter 16);

• Interim redeterminations of family income and composition (Chapter 11);

• Restrictions, if any, on the number of moves by a participant family (Chapter 10);

• Approval by the board of commissioners or other authorized officials to charge the administrative fee reserve (Chapter 16);

• Procedural guidelines and performance standards for conducting required housing quality standards inspections (Chapter 8); and

• DHA screening of applicants for family behavior or suitability for tenancy (Chapter 3).
Mandatory vs. Discretionary Policy

HUD makes a distinction between:

- Mandatory policies: those driven by legislation, regulations, current handbooks, notices, and legal opinions, and
- Optional, non-binding guidance, including guidebooks, notices that have expired and recommendations from individual HUD staff.

HUD expects DHA to develop policies and procedures that are consistent with mandatory policies and to make clear the optional policies DHA has adopted. DHA’s administrative plan is the foundation of those policies and procedures. HUD’s directions require DHA to make policy choices that provide guidance to staff and consistency to program applicants and participants.

Following HUD guidance, even though it is not mandatory, provides a DHA with a “safe harbor.” HUD has already determined that the recommendations and suggestions it makes are consistent with mandatory policies. If a DHA adopts an alternative strategy, it must make its own determination that the alternative approach is consistent with legislation, regulations, and other mandatory requirements. There may be very good reasons for adopting a policy or procedure that is different than HUD’s safe harbor, but DHA should carefully think through those decisions.

1-III.C. ORGANIZATION OF THE PLAN

The Plan is organized to provide information to users in particular areas of operation.

1-III.D. UPDATING AND REVISING THE PLAN

DHA 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.

DHA Policy

DHA will review and update the plan at least once a year, and more often if needed, to reflect changes in regulations, DHA operations, or when needed to ensure staff consistency in operation.

1-III.E DURHAM HOUSING AUTHORITY’S CODE OF ETHICS AND STANDARDS OF CONDUCT

INTRODUCTION

Public confidence in the Housing Authority of the City of Durham (“DHA” or “Authority”) is essential to the achievement of its mission to provide sanitary, decent and safe housing for low and moderate income citizens. This Code of Ethics and Standards of Conduct (“Code of Ethics”) is designed to ensure public trust and confidence in the policies and practices of DHA. DHA is committed to conducting all business in an ethical manner. DHA is further committed
to conducting its business affairs in accordance with federal, state and local law, the Code of Federal Regulations, the DHA Statement of Personnel Policies, the HUD HCV Guidebook, and the Annual Contributions Contract (ACC).

A. APPLICABILITY

The provisions contained herein shall apply to all DHA employees, officers and agents of DHA, during their employment, tenure, or agency relationship, and after their employment, tenure or agency relationship where indicated.

In the event of a conflict between this Code of Ethics and Standards of Conduct and any applicable federal, state, or local law, Statement of Personnel Policies, or the ACC, whichever is the stricter standard shall prevail unless the more lenient standard is one embodied in a law which by its express terms or by judicial construction preempt any other standard.

B. DEFINITIONS

Defined words and phrases [indicated by capitalization of their first letter(s)] shall have the meanings set out herein. Generally, unless noted, words in the singular number shall include the plural and words in plural shall include the singular. The words "he" and "his" shall be interpreted to mean "he" or "she" and "his" or "hers" as necessary.

a. "Agent" shall mean any individual authorized by DHA to act on behalf of or represent DHA under contract or relation of agency.

b. "Authority" or “DHA” shall mean the Housing Authority of the City of Durham. "Authority" or “DHA” shall further be defined to include (1) any sub-grantee of the Authority, as defined in 24 C.F.R. §85.3 or (2) any person or entity in the nature of a sub-grantee of the Authority (such as, for example, a resident or resident organization), if the Authority supplies funding in whole or in part for the activity conducted by the sub-grantee (or person or entity in the nature of a sub-grantee) which gives rise to an Interest.

c. "Business Entity" means any business, proprietorship, firm, partnership, person in a representative or fiduciary capacity, association, venture, trust, corporation, limited liability business association of any sort, or any other organization or group of one or more persons or entities which is formed, conducted, or organized for financial gain or profit.

d. "Claim" shall mean any demand, written or oral, made upon the Authority to fulfill an obligation arising from law or equity.
e. "Commissioner" shall mean one of the persons comprising the Board of Commissioners for the Authority.

f. "Contract" shall mean any legal obligation to do or to refrain from doing something arising from an exchange of promises or consideration between persons, regardless of the particular form in which it is stated.

g. "Employee" shall mean any person appointed or hired by the Authority, whether full or part time, seasonal, temporary, paid or unpaid, on a fixed or unfixed term, probationary, provisional or regular status.

h. "Immediate Family Member" shall mean any sibling, spouse, parent or child of a person (whether related as a full blood relative, or as a “half” or “step” relative, e.g., a half-brother or stepchild).

i. "Interest" shall mean a benefit or advantage of an economic or tangible nature.

j. "Officer" shall mean a person charged with important functions of management such as Chief Executive Officer.

k. "Person" shall mean any individual, Business Entity, or other organization or association, and may include a Commissioner or Employee of the Authority.

l. "Relative" shall mean sibling, spouse, parent or child (whether related as a full blood relative, or as a “half” or “step” relative, e.g., a half-brother or stepchild), uncle, aunt, first cousin, nephew, niece, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law.

m. "Enrollee" shall broadly mean any applicant, tenant, or program participant whether in Conventional Housing, Leasing Program or any other programs currently operated or that will be operated by the Housing Authority. Specifically, an "Enrollee" shall be a person who either expects to receive, or is receiving some form of housing assistance from the Authority.
C. CONFLICT OF INTEREST

Employees, Officers and Agents shall exercise good faith in conducting business of DHA, and shall not knowingly engage in any activity that creates a conflict between their personal financial interest, the financial interest of a family member, or the interests of any business organization with which the Employee, Officer or Agent is associated, and their duties as an Employee, Officer or Agent of DHA.

1. Selection of Contract

Employees, Officers and Agents shall employ the highest standards in selecting, negotiating, and approving contracts, and shall comply with all federal, state and local laws and regulations, the DHA Procurement Policies, and the DHA Statement of Personnel Policies and Procedures.

No Employee, Officer or Agent of DHA shall participate directly or indirectly in the selection or in the award or in the administration of any contract if a conflict of interest, real or apparent, would be involved or created. Such a conflict would arise when (1) the Employee, Officer or Agent, or (2) Relative, or (3) his partner, or (4) an organization which employs, or is about to employ any of the above, has a financial interest in the firm selected for the award.

2. Interest in Contracts with DHA

The following classes of people shall not have an interest in any contract or agreement with DHA during their employment, tenure or service with DHA, or during the one year period from the end of their employment, tenure or service with DHA:

a. Officers or Agents, or any member of their immediate families;

b. Employees who formulate policy or influence decisions with respect to the contract or agreement, or any member of said employee’s immediate family.

Should such interest exist, the interest must be disclosed to DHA and HUD. Failure to disclose said interest may result in action up to termination of employment, tenure or service with DHA.

Notwithstanding the foregoing, this section may be waived by HUD for good cause, if permitted under state and local law.
3. Interest in Contracts with Third Parties

No Employee, Officer or Agent shall have or enter into any contract with any person who has or enters into a contract with the Authority unless:

a. The contract between the person and the Authority is awarded pursuant to competitive bidding procedures and/or procurement and purchasing policies as outlined in regulations promulgated by HUD, North Carolina General Statutes (NCGS) governing Public Bidding Contracts, (Article 8 of Chapter 143 of NCGS; and also Chapter 157), and internal bidding and purchasing procedures developed by the Authority; or

b. The Contract between the person and the Authority is one in which the Employee, Officer or Agent has no Interest, has no duties or responsibilities, or if the Contract with the person is one which the Employee, Officer or Agent entered into prior to employment or service with DHA, he abstains from any performance of duties or responsibilities, and exercises or attempts to exercise no influence.

4. Interest in Contracts for Materials or Services

No Employee shall acquire or have any Interest, direct or indirect, in any Contract or proposed Contract for materials or services to be furnished or used by DHA.

If any Employee of DHA owns or controls an Interest, direct or indirect in any property included or planned to be included in any housing project, he shall immediately disclose the same in writing to DHA and such disclosure shall be entered upon the minutes of the meeting of the Commissioners. Failure to so disclose such interest shall constitute misconduct.

5. Selling Supplies or Services

No Employee, Officer or Agent shall engage in selling or attempting to sell supplies, services, or construction to DHA during his tenure, service or agency and for one year following such tenure, service or agency. The term “sell” means signing a bid or proposal, negotiating a contract, contacting any DHA Commissioner, Employee, Officer or Agent for the purpose of obtaining, negotiating, or discussing changes to specifications, price, cost allowances, or other terms of a contract, settling contract disputes, or any other liaison activity with a view toward the ultimate consummation of a sale, although the actual contract is negotiated by another person.
D. USE OF OFFICIAL POSITION

No Employee, Officer or Agent shall use his official position or the Authority's facilities for his private interest or gain, nor shall he use or permit the use of DHA equipment, materials or property, including but not limited to DHA-owned vehicles, for the convenience or profit of himself or any other person.

E. CONDUCT

Employees, Officers and Agents shall make good faith efforts to maintain a fair, safe and healthy environment at DHA, free from harassment, intimidation, substance abuse, violence, bias and discrimination, and they shall not participate in any activity that is contrary to the best interest of DHA.

F. OUTSIDE ACTIVITIES

No Employee of the Authority shall have any employment or engage in any business or commercial transaction, or engage in any professional activity, or incur any obligation in which directly or indirectly, he would have an interest that would impair his independence of judgment or action in the performance of his official duties or that would be in conflict with the performance of his official duties.

No Employee, Officer or Agent shall represent any person in business negotiations, judicial or administrative action or procedures, to which the Authority may be a party. Employees have an affirmative obligation to immediately disclose their status as a recipient of housing assistance or as a lessor or lessor's agent participating in any of DHA’s Programs.

G. USE AND DISCLOSURE OF INFORMATION

No Employee, Officer or Agent shall use or disclose confidential information gained in the course of, or by reason of his official position, for purposes of advancing:

a. His financial or personal interest;
b. A business entity of which he is an owner (in part or in whole), an officer or a director; or
c. The financial or personal interest of a member of his immediate family or that of any other person.

Confidential information means all trade secrets, proprietary information and other data and information, in any form, designated by DHA, or belonging to any of its clients, customers, consultants, licensees, or affiliates that is held in confidence by DHA in its absolute and sole discretion.
In addition, No Employee, Officer or Agent shall disclose without proper authorization non-public information or records concerning any aspects of the operation of the Authority. Non-public information shall include but not be limited to information not known by the public regarding personnel records maintained on Employees of the Authority. Information relative to Employees of the Authority shall be released in accordance with law.

H. GIFTS AND GRATUITIES

No Employee, Officer or Agent shall directly or indirectly solicit, accept, or agree to accept any of the following:

- Gifts
- Gratuities
- Favors
- Items of greater than $25 (nominal) in value in the form of any thing or promise, from any vendor, contractor, potential contractor, parties to sub-agreements, or from any other interested parties seeking to do business with DHA including but not limited to:
  - Money
  - Services
  - Loans
  - Travel
  - Entertainment
  - Hospitality

I. SPECIAL TREATMENT

No Employee, Officer or Agent shall grant any special consideration, preferential treatment or advantage while acting in the performance of his official duties to any person, agency or organization.

J. COMPLAINTS OF VIOLATIONS

Any person who believes that a violation of this Code of Ethics has occurred may file a written complaint (a) with the Chief Executive Officer when an Employee (other than the Chief Executive Officer), Officer or Agent is the subject of the complaint, or (b) with the Board of Commissioners when the Chief Executive Officer is the subject of the Complaint.

K. VIOLATIONS

Failure of Employees, Officers or Agents of DHA to comply with this Code of Ethics will result in disciplinary action in accordance with DHA’s Statement of Personnel Policies, up to and including termination from employment.
L. HOUSING CHOICE VOUCHER DEPARTMENT CODE OF ETHICS

All employees are responsible for honesty and professional conduct in carrying out assigned duties and responsibilities: Employees must strictly adhere to the following guidelines:

BRIbery
Do not accept any money, gifts, services, loans, entertainment, or anything else of value from applicants, participants, property owners, or vendors.

ExTortion
Do not request, coerce, or threaten any person to do something for you as a condition for participating or remaining in an assisted housing program.

ConflicT of interest
Do not process an application or execute a HAP contract for a relative or a business partner without prior approval of the appropriate officials.

Do not give favored treatment to any person that is not permitted by law, the Durham Housing Authority Admissions and Occupancy Policy, or the Housing Choice Voucher Administration Policy.

Malfeasance
Do not encourage or coach applicants, participants, property owners, or vendors to ignore or violate any rule or policy.

Nonfeasance
Do not ignore or fail to pursue questionable responses from applicants, participants, property owners, or vendors, or to appropriately investigate suspected violations.

False statements
Do not falsely create, forge, or alter any documents that are used to determine eligibility or level of benefits in an assisted housing program.

Conspiracy
Do not submit or process any documents for nonexistent tenants, program participants, property owners, or scheme with actual tenants, program participants, property owners to share any program benefits.
Chapter 2

FAIR HOUSING AND EQUAL OPPORTUNITY

INTRODUCTION

This chapter explains the laws and HUD regulations requiring DHA to affirmatively further civil rights and fair housing in all federally-assisted housing programs. The letter and spirit of these laws are implemented through consistent policy and processes. The responsibility to further nondiscrimination pertains to all areas of DHA’s housing choice voucher (HCV) operations.

This chapter describes HUD regulations and DHA policies related to these topics in three parts:

Part I: Nondiscrimination. This part presents the body of laws and regulations governing the responsibilities of DHA regarding nondiscrimination.

Part II: Policies Related to Persons with Disabilities. This part discusses the rules and policies of the housing choice voucher program related to reasonable accommodation for persons with disabilities. These rules and policies are based on the Fair Housing Act (42 U.S.C.) and Section 504 of the Rehabilitation Act of 1973, and incorporate guidance from the Joint Statement of The Department of Housing and Urban Development and the Department of Justice (DOJ), issued May 17, 2004.

Part III: Prohibition of Discrimination Against Limited English Proficiency Persons. This part details the obligations of DHA to ensure meaningful access to the HCV program and its activities by persons with limited English proficiency (LEP). This part incorporates HUD and DOJ’s Notice of Guidance, published December 19, 2003 in the Federal Register.

PART I: NONDISCRIMINATION

2-I.A. OVERVIEW

Federal laws require DHA to treat all applicants and participants equally, providing the same quality of service, regardless of family characteristics and background. Federal law prohibits discrimination in housing on the basis of race, color, religion, sex, national origin, age, familial status, and disability. DHA will comply fully with all federal, state, and local nondiscrimination laws, and with rules and regulations governing fair housing and equal opportunity in housing and employment, including:

- Title VI of the Civil Rights Act of 1964
- Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988)
- Executive Order 11063
- Section 504 of the Rehabilitation Act of 1973
- The Age Discrimination Act of 1975
• Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern)

• Violence Against Women Reauthorization Act of 2005 (VAWA)

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

• Any applicable state laws or local ordinances and any legislation protecting individual rights of tenants, applicants, or staff that may subsequently be enacted

  **DHA Policy**

  No state or local nondiscrimination laws or ordinances apply.

### 2-I.B. NONDISCRIMINATION

Federal regulations prohibit discrimination against certain protected classes. State and local requirements, as well as DHA policies, can prohibit discrimination against additional classes of people.

DHA shall not discriminate because of race, color, sex, religion, familial status, age, disability or national origin (called “protected classes”)

Familial status includes children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18.

  **DHA Policy**

  DHA will not discriminate on the basis of marital status or sexual orientation.

DHA will not use any of these factors to:

• Deny to any family the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to participate in the housing choice voucher program

• Provide housing that is different from that provided to others

• Subject anyone to segregation or disparate treatment

• Restrict anyone's access to any benefit enjoyed by others in connection with the housing program

• Treat a person differently in determining eligibility or other requirements for admission

• Steer an applicant or participant toward or away from a particular area based any of these factors

• Deny anyone access to the same level of services

• Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program

• Discriminate in the provision of residential real estate transactions
• Discriminate against someone because they are related to or associated with a member of a protected class
• Publish or cause to be published an advertisement or notice indicating the availability of housing that prefers or excludes persons who are members of a protected class.

Providing Information to Families and Owners
DHA must take steps to ensure that families and owners are fully aware of all applicable civil rights laws. As part of the briefing process, DHA must provide information to HCV applicant families about civil rights requirements and the opportunity to rent in a broad range of neighborhoods [24 CFR 982.301]. The Housing Assistance Payments (HAP) contract informs owners of the requirement not to discriminate against any person because of race, color, religion, sex, national origin, age, familial status, or disability in connection with the contract.

Discrimination Complaints
If an applicant or participant believes that any family member has been discriminated against by DHA or an owner, the family should advise DHA. HUD requires DHA to make every reasonable attempt to determine whether the applicant’s or participant’s assertions have merit and take any warranted corrective action. In addition, DHA is required to provide the applicant or participant with information about how to file a discrimination complaint [24 CFR 982.304].

DHA Policy
Applicants or participants who believe that they have been subject to unlawful discrimination may notify DHA either orally or in writing.

DHA will attempt to remedy discrimination complaints made against DHA.

DHA will provide a copy of a discrimination complaint form to the complainant and provide them with information on how to complete and submit the form to HUD’s Office of Fair Housing and Equal Opportunity (FHEO).

PART II: POLICIES RELATED TO PERSONS WITH DISABILITIES

2-II.A. OVERVIEW
One type of disability discrimination prohibited by the Fair Housing Act is the refusal to make reasonable accommodation in rules, policies, practices, or services when such accommodation may be necessary to afford a person with a disability the equal opportunity to use and enjoy a program or dwelling under the program.

DHA must ensure that persons with disabilities have full access to DHA’s programs and services. This responsibility begins with the first inquiry of an interested family and continues through every programmatic area of the HCV program.

DHA Policy
DHA will ask all applicants and participants if they require any type of accommodations, in writing, on the intake application, reexamination documents, and notices of adverse action by DHA, by including the following language:
“If you or anyone in your family is a person with disabilities, and you require a specific accommodation in order to fully utilize our programs and services, please contact The Durham Housing Authority.”

A specific name and phone number will be indicated as the contact for requests for accommodation for persons with disabilities.

2-II.B. FAIR HOUSING AND EQUAL OPPORTUNITY PROCEDURES
DHA is part of a community partnership which works with the City of Durham to affirmatively further fair housing by providing training and guidance within the locality. Information is disseminated citywide using local newspapers, the media, outreach campaigns and other means. To support the City’s commitment to non-discrimination and equal opportunity in housing, the City of Durham makes special efforts to assure that housing programs assisted with federal or local funds are made widely known throughout the community. DHA uses the Fair Housing logo on all publications and informational material distributed to the public and indicates the TTD/TTY number on all letterhead.

DHA affirmatively markets to races/ethnicities shown to have disproportionate housing needs through local service providers. DHA procures services to aid in communication with persons with Limited English Proficiency. Special outreach is provided for the Hispanic population of the community which includes employing Housing Specialist who speaks the Spanish language, translating documents and brochures and providing program materials on-line and in an accessible format.

Affirmatively Further Fair Housing

The following steps outlines the steps the Durham Housing Authority (DHA) shall implement to affirmatively further fair housing in its Housing Choice Voucher Program.

The DHA Housing Choice Voucher program shall:

I. Advertise widely in the community and comply with all applicable civil rights laws.
   a. Physical copies of all publications and advertisements will be maintained on file for periods required by federal and state law.
   b. DHA shall assure people with disabilities have equal access to its programs and services that are not limited to disabled families through the use of selection preferences and similar mechanisms.
   c. DHA shall notify people with disabilities about the availability of HCV for disabled families, by conducting outreach to independent living centers, veterans services offices and state and local agencies that serve Medicaid consumers.

II. Market the program to all eligible persons, including persons with disabilities and person with limited English proficiency.
a Marketing, promotional and informational materials will be prepared and distributed in plain-language, accessible formats for those with vision, hearing or other sensory impairments.

b All documents will be written simply and clearly to enable applicants and participants with learning or cognitive disabilities to understand as much as possible.

c Written translations of vital documents will be provided for each eligible Persons with Limited English Proficiency (LEP) language for groups that constitute 5 percent or 1,000 persons, whichever is less, of the population of persons eligible to be served or likely to be affected or encountered. Translation of other documents, if needed, may be provided orally.

d If there are fewer than 50 persons in a language group that reaches the 5 percent trigger, vital written materials may not be translated, but a written notice in the primary language of the LEP language group of the right to receive competent oral interpretation of those written materials, free of cost will be provided.

e DHA shall provide communication material for persons with disabilities in applications and recertification of eligibility by providing documents in larger print or computer versions of application forms for individuals who are unable to come to the DHA central office because of disability.

f DHA shall notify people with disabilities of the availability of reasonable accommodations and other mechanisms that remove barriers to HCV participation.

g Each applicant and program participant is offered the opportunity to complete the Supplement to the Application for Federally Assisted Housing (SAFAH), in which the participant may name a person for the DHA to contact in the event issues arise during program participation.

h All written marketing materials, program documentation and written notices will be maintained on file for periods required by federal and state law.

III. Make buildings and communications that facilitate applications and service delivery accessible to persons with disabilities.

a Compliance with regulations pertaining to physical accessibility, including the following will be maintained:
   ii. PIH 2002-01 (HA), Accessibility Notice
   iii. Section 504 of the Rehabilitation Act of 1973
   iv. The Americans with Disabilities Act of 1990
   v. The Architectural Barriers Act of 1968
   vi. The Fair Housing Act of 1988

b. Facilities where program and services will be conducted shall be accessible to persons in wheelchairs, persons with sensory impairments and other persons with disabilities.
c. Documents and procedures used by program participants will be accessible for those with vision, hearing or other sensory impairments. DHA will analyze the various kinds of contacts it has with the public, to assess language needs and decide what reasonable steps should be taken. “Reasonable steps” may not be reasonable where the costs imposed substantially exceed the benefits.

d. Where feasible, DHA will train and hire bilingual staff to be available to act as interpreters and translators, shall pool resources with other PHAs, and will standardize documents. Where feasible and possible, DHA will encourage the use of qualified community volunteers.

e. Where LEP persons desire, they will be permitted to use, at their own expense, an interpreter of their own choosing, in place of or as a supplement to the free language services offered by DHA. The interpreter may be a family member or friend.

IV. Make referrals to fair housing agencies

a. Program participants who believe that they have been subject to unlawful discrimination may notify DHA either orally or in writing.

b. The HCV program Briefing package includes information on the fair housing rights of HCV participants, including the HUD brochure, “Are you a victim of Discrimination?”

c. The HCV program Briefing package includes information on where a discrimination complaint may be filed, including the office address, telephone number.

d. DHA will attempt to remedy discrimination complaints made against DHA.

i. DHA will provide a copy of a discrimination complaint form to the complainant and provide each with information on how to complete and submit the form to HUD’s Office of Fair Housing and Equal Opportunity (FHEO). In addition, DHA will provide the toll-free number for the Housing Discrimination Hotline: 1-800-669-9777 and the Federal information Relay Service at (800) 887-8339.

ii. The Durham Human Relations Department conducts investigations of Fair housing within the City of Durham. The following bases are covered under the City of Durham Fair housing Ordinance: race, color, religion, national origin, sex, physical or mental disability, familial status (presence of family members under the age of 18 in the household).
a. Complaints may be filed in person, by mail, or by telephoning the DHRD office at:
Durham Human Relations Department
101 City Hall Plaza
Durham, NC 27701
Telephone No.: (919) 560-4107

iii. For allegations not involving DHA, DHA will provide assistance with completion and filing of fair housing complaints for victims of discrimination.

V. Maintain program files for periods required by federal and state law detailing each participant’s profile information to include but not limited to, their race, ethnicity, familial status, and disability status.

DHA will take the following proactive steps in addressing accessibility issues for persons with disabilities:

• Where requested by an individual, assist program applicants and participants in gaining access to supportive services available within the community, but not require eligible applicants or participants to accept supportive services as a condition of continued participation in the program;
• Identify public and private funding sources to assist participants with disabilities in covering the cost of structural alterations and other accessibility features that are needed as accommodations for their disabilities;
• Provide housing search assistance;
• Provide technical assistance, through referrals to the local fair housing and equal opportunity office, to owners interested in making reasonable accommodations or units accessible to persons with disabilities;
• DHA will approve higher rents to owners that provide accessible units with structural modifications for persons with disabilities by providing increased payment at 110% of the FMR for persons with disabilities.

VI. Analysis to Impediments to Fair Housing Choice

• DHA reviews its policies at least annually to identify any impediments to fair housing choice its program. When it is found that impediments exist, DHA revises its policies, redesigns applicable procedures and provides training to the staff to address and manage areas of concern or potential exposure.
• DHA works with the City of Durham to implement any of the jurisdiction’s initiatives to affirmatively further fair housing, such as providing speakers and attending city events.

2-II.C. DEFINITION OF REASONABLE ACCOMMODATION
A person with a disability may require special accommodations in order to have equal access to the HCV program. The types of reasonable accommodations DHA can provide include changes,
exceptions, or adjustments to a rule, policy, practice, or service.

Federal regulations stipulate that requests for accommodations will be considered reasonable if they do not create an "undue financial or administrative burden" for DHA, or result in a “fundamental alteration” in the nature of the program or service offered. A fundamental alteration is a modification that alters the essential nature of a provider’s operations.

**Types of Reasonable Accommodations**

When needed, DHA must modify normal procedures to accommodate the needs of a person with disabilities. Examples include:

- Permitting applications and reexaminations to be completed by mail
- Conducting home visits
- Using higher payment standards (either within the acceptable range or with HUD approval of a payment standard outside DHA range) if DHA determines this is necessary to enable a person with disabilities to obtain a suitable housing unit
- Providing time extensions for locating a unit when necessary because of lack of availability of accessible units or special challenges of the family in seeking a unit
- Permitting an authorized designee or advocate to participate in the application or certification process and any other meetings with DHA staff
- Displaying posters and other housing information in locations throughout DHA’s office in such a manner as to be easily readable from a wheelchair

**2-II.D. REQUEST FOR AN ACCOMMODATION**

If an applicant or participant indicates that an exception, change, or adjustment to a rule, policy, practice, or service is needed because of a disability, HUD requires that DHA treat the information as a request for a reasonable accommodation, even if no formal request is made.

The family must explain what type of accommodation is needed to provide the person with the disability full access to DHA’s programs and services.

If the need for the accommodation is not readily apparent or known to DHA, the family must explain the relationship between the requested accommodation and the disability. There must be an identifiable relationship, or nexus, between the requested accommodation and the individual’s disability.

**DHA Policy**

DHA will encourage the family to make its request in writing using a reasonable accommodation request form. However, DHA will consider the accommodation any time the family indicates that an accommodation is needed whether or not a formal written request is submitted.
2-II.E. VERIFICATION OF DISABILITY

Article I. The regulatory civil rights definition for persons with disabilities is provided in Exhibit 2-1 at the end of this chapter. The definition of a person with a disability for the purpose of obtaining a reasonable accommodation is much broader than the HUD definition of disability which is used for waiting list preferences and income allowances.

Before providing an accommodation, DHA must determine that the person meets the definition of a person with a disability, and that the accommodation will enhance the family’s access to DHA’s programs and services.

If a person’s disability is obvious, or otherwise known to DHA, and if the need for the requested accommodation is also readily apparent or known, no further verification will be required [Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act].

If a family indicates that an accommodation is required for a disability that is not obvious or otherwise known to DHA, DHA must verify that the person meets the definition of a person with a disability, and that the limitations imposed by the disability require the requested accommodation.

All information related to a person’s disability will be treated in accordance with the confidentiality policies provided in Chapter 16. In addition to the general requirements that govern all verification efforts, the following requirements apply when verifying a disability:

- Third-party verification must be obtained from an individual identified by the family who is competent to make the determination. A doctor or other medical professional, a peer support group, a non-medical service agency, or a reliable third party who is in a position to know about the individual’s disability may provide verification of a disability [Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act]

- DHA must request only information that is necessary to evaluate the disability-related need for the accommodation. DHA will not inquire about the nature or extent of any disability.

- Medical records will not be accepted or retained in the participant file.

2-II.F. APPROVAL/DENIAL OF A REQUESTED ACCOMMODATION

DHA must approve a request for an accommodation if the following three conditions are met:

- The request was made by or on behalf of a person with a disability.
- There is a disability-related need for the accommodation.
- The requested accommodation is reasonable, meaning it would not impose an undue financial or administrative burden on DHA, or fundamentally alter the nature of DHA’s HCV operations (including the obligation to comply with HUD requirements and regulations).
Requests for accommodations must be assessed on a case-by-case basis, taking into account factors such as the cost of the requested accommodation, the financial resources of DHA at the time of the request, the benefits that the accommodation would provide to the family, and the availability of alternative accommodations that would effectively meet the family’s disability-related needs.

Before making a determination whether to approve the request, DHA may enter into discussion and negotiation with the family, request more information from the family, or may require the family to sign a consent form so that DHA may verify the need for the requested accommodation.

**DHA Policy**

After a request for an accommodation is presented, DHA will respond, in writing, within 10 business days.

If DHA denies a request for an accommodation because it is not reasonable (it would impose an undue financial and administrative burden or fundamentally alter the nature of DHA’s operations), DHA will discuss with the family whether an alternative accommodation could effectively address the family’s disability-related needs without a fundamental alteration to the HCV program and without imposing an undue financial and administrative burden.

If DHA believes that the family has failed to identify a reasonable alternative accommodation after interactive discussion and negotiation, DHA will notify the family, in writing, of its determination within 10 business days from the date of the most recent discussion or communication with the family.

**2-IL.G. PROGRAM ACCESSIBILITY FOR PERSONS WITH HEARING OR VISION IMPAIRMENTS**

HUD regulations require DHA to ensure that persons with disabilities related to hearing and vision have reasonable access to DHA’s programs and services [24 CFR 8.6].

At the initial point of contact with each applicant, DHA shall inform all applicants of alternative forms of communication that can be used other than plain language paperwork.

**DHA Policy**

To meet the needs of persons with hearing impairments, TTD/TTY (text telephone display / teletype) communication will be available at 1-800-545-1833 ext. 774.

To meet the needs of persons with vision impairments, large-print and audio versions of key program documents will be made available upon request. When visual aids are used in public meetings or presentations, or in meetings with DHA staff, one-on-one assistance will be provided upon request.

Additional examples of alternative forms of communication are sign language interpretation; having material explained orally by staff; or having a third party representative (a friend, relative or advocate, named by the applicant) to receive, interpret and explain housing materials and be present at all meetings.
2-II.H. PHYSICAL ACCESSIBILITY

DHA must comply with a variety of regulations pertaining to physical accessibility, including the following:

- PIH 2002-01 (HA), Accessibility Notice
- Section 504 of the Rehabilitation Act of 1973
- The Americans with Disabilities Act of 1990
- The Architectural Barriers Act of 1968
- The Fair Housing Act of 1988

DHA’s policies concerning physical accessibility must be readily available to applicants and participants. They can be found in three key documents:

- This plan describes the key policies that govern DHA’s responsibilities with regard to physical accessibility.
- Notice PIH 2002-01(HA) Accessibility Notice (which must be posted in the HCV offices in a conspicuous place) summarizes information about pertinent laws and implementing regulations related to non-discrimination and accessibility in federally-funded housing programs.
- DHA Plan provides information about self-evaluation, needs assessment, and transition plans.

The design, construction, or alteration of DHA facilities must conform to the Uniform Federal Accessibility Standards (UFAS). Newly-constructed facilities must be designed to be readily accessible to and usable by persons with disabilities. Alterations to existing facilities must be accessible to the maximum extent feasible, defined as not imposing an undue financial and administrative burden on the operations of the HCV program.

When issuing a voucher to a family that includes an individual with disabilities, DHA will include a current list of available accessible units known to DHA and will assist the family in locating an available accessible unit, if necessary.

In general, owners must permit the family to make reasonable modifications to the unit. However, the owner is not required to pay for the modification and may require that the unit be restored to its original state at the family’s expense when the family moves.

2-III. DENIAL OR TERMINATION OF ASSISTANCE

A DHA’s decision to deny or terminate the assistance of a family that includes a person with disabilities is subject to consideration of reasonable accommodation [24 CFR 982.552 (2)(iv)].

When applicants with disabilities are denied assistance, the notice of denial must inform them of DHA’s informal review process and their right to request a hearing. In addition, the notice must inform applicants with disabilities of their right to request reasonable accommodations to participate in the informal hearing process.
When a participant family’s assistance is terminated, the notice of termination must inform them of DHA’s informal hearing process and their right to request a hearing and reasonable accommodation.

When reviewing reasonable accommodation requests, DHA must consider whether any mitigating circumstances can be verified to explain and overcome the problem that led to DHA’s decision to deny or terminate assistance. If a reasonable accommodation will allow the family to meet the requirements, DHA must make the accommodation.

**PART III: IMPROVING ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY (LEP)**

2-III.A. OVERVIEW

Language for Limited English Proficiency Persons (LEP) can be a barrier to accessing important benefits or services, understanding and exercising important rights, complying with applicable responsibilities, or understanding other information provided by the HCV program. In certain circumstances, failure to ensure that LEP persons can effectively participate in or benefit from federally-assisted programs and activities may violate the prohibition under Title VI against discrimination on the basis of national origin. This part incorporates the Notice of Guidance to Federal Assistance Recipients Regarding Title VI Prohibition Affecting Limited English Proficient Persons, published December 19, 2003 in the Federal Register.

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

LEP is defined as persons who do not speak English as their primary language and who have a limited ability to read, write, speak or understand English. For the purposes of this administrative plan, LEP persons are HCV applicants and participants, and parents and family members of applicants and participants.

In order to determine the level of access needed by LEP persons, DHA will balance the following four factors: (1) the number or proportion of LEP persons eligible to be served or likely to be encountered by the Housing Choice Voucher program; (2) the frequency with which LEP persons come into contact with the program; (3) the nature and importance of the program, activity, or service provided by the program to people’s lives; and (4) the resources available to DHA and costs. Balancing these four factors will ensure meaningful access by LEP persons to critical services while not imposing undue burdens on DHA.

2-III.B. ORAL INTERPRETATION

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

DHA will analyze the various kinds of contacts it has with the public, to assess language needs and decide what reasonable steps should be taken. “Reasonable steps” may not be reasonable where the costs imposed substantially exceed the benefits.

Where feasible, DHA will train and hire bilingual staff to be available to act as interpreters and translators, will pool resources with other PHAs, and will standardize documents. Where feasible and possible, DHA will encourage the use of qualified community volunteers.

Where LEP persons desire, they will be permitted to use, at their own expense, an interpreter of their own choosing, in place of or as a supplement to the free language services offered by DHA. The interpreter may be a family member or friend.

2-III.C. WRITTEN TRANSLATION

Translation is the replacement of a written text from one language into an equivalent written text in another language.

DHA Policy

In order to comply with written-translation obligations, DHA will take the following steps:

DHA will provide written translations of vital documents for each eligible LEP language group that constitutes 5 percent or 1,000 persons, whichever is less, of the population of persons eligible to be served or likely to be affected or encountered. Translation of other documents, if needed, can be provided orally; or

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

2-III.D. IMPLEMENTATION PLAN

After completing the four-factor analysis and deciding what language assistance services are appropriate, DHA shall determine whether it is necessary to develop a written implementation plan to address the identified needs of the LEP populations it serves.

If DHA determines that it is not necessary to develop a written implementation plan, the absence of a written plan does not alleviate the underlying obligation to ensure meaningful access by LEP persons to DHA’s Housing Choice Voucher program and services.

DHA Policy

If it is determined that DHA serves very few LEP persons, and DHA has very limited resources, DHA will not develop a written LEP plan, but will consider alternative ways to articulate in a reasonable manner a plan for providing meaningful access. Entities having
significant contact with LEP persons, such as schools, grassroots and faith-based organizations, community groups, and groups working with new immigrants will be contacted for input into the process.

If DHA determines it is appropriate to develop a written LEP plan, the following five steps will be taken: (1) Identifying LEP individuals who need language assistance; (2) identifying language assistance measures; (3) training staff; (4) providing notice to LEP persons; and (5) monitoring and updating the LEP plan.
EXHIBIT 2-1: HUD DEFINITION OF A DISABLED PERSON [24 CFR Parts 8.3 and 100.201]

A person with a disability, as defined under federal civil rights laws, is any person who:

- Has a physical or mental impairment that substantially limits one or more of the major life activities of an individual, or
- Has a record of such impairment, or
- Is regarded as having such impairment

The phrase “physical or mental impairment” includes:

- Any physiological disorder or condition, cosmetic or disfigurement, or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or
- Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term “physical or mental impairment” includes, but is not limited to: such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.

“Major life activities” includes, but is not limited to, caring for oneself, performing manual tasks, walking, seeing, hearing, breathing, learning, and/or working.

“Has a record of such impairment” means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.

“Is regarded as having an impairment” is defined as having a physical or mental impairment that does not substantially limit one or more major life activities but is treated by a public entity (such as DHA) as constituting such a limitation; has none of the impairments defined in this section but is treated by a public entity as having such an impairment; or has a physical or mental impairment that substantially limits one or more major life activities, only as a result of the attitudes of others toward that impairment.

The definition of a person with disabilities does not include:

- Current illegal drug users
- People whose alcohol use interferes with the rights of others
- Persons who objectively pose a direct threat or substantial risk of harm to others that cannot be controlled with a reasonable accommodation under the HCV program

The above definition of disability determines whether an applicant or participant is entitled to any of the protections of federal disability civil rights laws. Thus, a person who does not meet
this disability is not entitled to a reasonable accommodation under federal civil rights and fair housing laws and regulations.

The HUD definition of a person with a disability is much narrower than the civil rights definition of disability. The HUD definition of a person with a disability is used for purposes of receiving the disabled family preference, the $400 elderly/disabled household deduction, the $480 dependent deduction, the allowance for medical expenses, or the allowance for disability assistance expenses.

Article II. The definition of a person with a disability for purposes of granting a reasonable accommodation request is much broader than the HUD definition of disability. Many people will not qualify as a disabled person under the HCV program, yet an accommodation is needed to provide equal opportunity.
Chapter 3

ELIGIBILITY

INTRODUCTION
DHA is responsible for ensuring that every individual and family admitted to the HCV program meets all program eligibility requirements. This includes any individual approved to join the family after the family has been admitted to the program. The family must provide any information needed by DHA to confirm eligibility and determine the level of the family’s assistance.

To be eligible for the HCV program:

- The applicant family must:
  - Qualify as a family as defined by HUD and DHA.
  - Have income at or below HUD-specified income limits.
  - Qualify on the basis of citizenship or the eligible immigrant status of family members.
  - Provide social security number information for family members as required.
  - Consent to DHA’s collection and use of family information as provided for in DHA-provided consent forms.

- DHA must determine that the current or past behavior of household members does not include activities that are prohibited by HUD or DHA.

This chapter contains three parts:

Part I: Definitions of Family and Household Members. This part contains HUD and DHA definitions of family and household members and explains initial and ongoing eligibility issues related to these members.

Part II: Basic Eligibility Criteria. This part discusses income eligibility, and rules regarding citizenship, social security numbers, and family consent.

Part III: Denial of Assistance. This part covers factors related to an applicant’s past or current conduct (e.g. criminal activity) that can cause DHA to deny assistance.

PART I: DEFINITIONS OF FAMILY AND HOUSEHOLD MEMBERS

3-I.A. OVERVIEW
Some eligibility criteria and program rules vary depending upon the composition of the family requesting assistance. In addition, some requirements apply to the family as a whole and others apply to individual persons who will live in the assisted unit. This part provides information that is needed to correctly identify family and household members, and to apply HUD's eligibility rules.

DHA Policy
Durham Housing Authority (DHA) is required to obtain, verify and record information identifying recipients of our services, as well as property owners and other entities with whom we have a contractual relationship. Consequently, DHA may request that such
individuals and entities produce or verify certain identifying information – name, address, social security number, date of birth, photo identification, etc. (as applicable). This information will only be requested as a means of assuring that DHA is releasing accurate information to the appropriate individual or entity.

3-I.B. FAMILY AND HOUSEHOLD [24 CFR 982.201(c), HUD-50058 IB, p. 13]
The terms family and household have different meanings in the HCV program.

Family
To be eligible for assistance, an applicant must qualify as a family. A family may be a single person or a group of persons. Family as defined by HUD includes a family with a child or children, two or more elderly or disabled persons living together, one or more elderly or disabled persons living with one or more live-in aides, or a single person. A single person family may be an elderly person, a displaced person, a disabled person, or any other single person. DHA has the discretion to determine if any other group of persons qualifies as a family.

DHA Policy
A family also includes two or more individuals who are not related by blood, marriage, adoption, or other operation of law but who either can demonstrate that they have lived together previously or certify that each individual’s income and other resources will be available to meet the needs of the family.

Each family must identify the individuals to be included in the family at the time of application, and must update this information if the family’s composition changes.

Household
Household is a broader term that includes additional people who, with DHA’s permission, live in an assisted unit, such as live-in aides, foster children, and foster adults.

3-I.C. FAMILY BREAK-UP AND REMAINING MEMBER OF TENANT FAMILY

Family Break-up [24 CFR 982.315]
DHA has discretion to determine which members of an assisted family continue to receive assistance if the family breaks up. However, if a court determines the disposition of property between members of the assisted family in a divorce or separation decree, DHA is bound by the court’s determination of which family members continue to receive assistance.

DHA Policy
When a family on the waiting list breaks up into two otherwise eligible families, only one of the new families may retain the original application date. Other former family members may make a new application with a new application date if the waiting list is open.
If a family breaks up into two otherwise eligible families while receiving assistance, only one of the new families will continue to be assisted.

In the absence of a judicial decision, or an agreement among the original family members, DHA will determine which family retains their placement on the waiting list, or will continue to receive assistance taking into consideration the following factors: (1) the interest of any minor children, including custody arrangements, (2) the interest of any ill, elderly, or disabled family members, (3) any possible risks to family members as a result of domestic violence or criminal activity, and (4) the recommendations of social service professionals.

**Remaining Member of a Tenant Family [24 CFR 5.403]**
The HUD definition of family includes the *remaining member of a tenant family*, which is a member of an assisted family who remains in the unit when other members of the family have left the unit. Household members such as live-in aides, foster children, and foster adults do not qualify as remaining members of a family.

If dependents are the only “remaining members of a tenant family” and there is no family member able to assume the responsibilities of the head of household, see Chapter 6, Section 6-I.B, for the policy on “Caretakers for a Child.”

**3-I.D. HEAD OF HOUSEHOLD [24 CFR 5.504(b)]**
*Head of household* means the adult member of the family who is considered the head for purposes of determining income eligibility and rent. The head of household is responsible for ensuring that the family fulfills all of its responsibilities under the program, alone or in conjunction with a cohead or spouse.

**DHA Policy**
The family may designate any qualified family member as the head of household.
The head of household must have the legal capacity to enter into a lease under state and local law. A minor who is emancipated under state law may be designated as head of household.

**3-I.E. SPOUSE, COHEAD, AND OTHER ADULT**
A family may have a spouse or cohead, but not both [HUD-50058 IB, p. 13].
*Spouse* means the marriage partner of the head of household.

**DHA Policy**
A *marriage partner* includes the partner in a "common law" marriage as defined in state law. The term “spouse” does not apply to friends, roommates, or significant others who are not marriage partners. A minor who is emancipated under state law may be designated as a spouse.

A *cohead* is an individual in the household who is equally responsible with the head of household for ensuring that the family fulfills all of its responsibilities under the program, but who is not a spouse. A family can have only one cohead.
DHA Policy
Minors who are emancipated under state law may be designated as a cohead.

*Other adult* means a family member, other than the head, spouse, or cohead, who is 18 years of age or older. Foster adults and live-in aides are not considered other adults.

3-I.F. DEPENDENT [24 CFR 5.603]
A *dependent* is a family member who is under 18 years of age or a person of any age who is a person with a disability or a full-time student, except that the following persons can never be dependents: the head of household, spouse, cohead, foster children/adults and live-in aides. Identifying each dependent in the family is important because each dependent qualifies the family for a deduction from annual income as described in Chapter 6.

Joint Custody of Dependents

DHA Policy
Dependents that are subject to a joint custody arrangement will be considered a member of the family, if they live with the applicant or participant family 50 percent or more of the time.

When more than one applicant or participant family is claiming the same dependents as family members, the family with primary custody at the time of the initial examination or reexamination will be able to claim the dependents. If there is a dispute about which family should claim them, DHA will make the determination based on available documents such as court orders, or an IRS return showing which family has claimed the child for income tax purposes.

3-I.G. FULL-TIME STUDENT [24 CFR 5.603; HCV GB, p. 5-29]
A *full-time student* (FTS) is a person who is attending school or vocational training on a full-time basis. The time commitment or subject load that is needed to be full-time is defined by the educational institution.

Identifying each FTS is important because: (1) each family member that is an FTS, other than the head, spouse, or cohead, qualifies the family for a dependent deduction, and (2) the income of such an FTS is treated differently from the income of other family members.

3-I.H. ELDERLY AND NEAR-ELDERLY PERSONS, AND ELDERLY FAMILY [24 CFR 5.100 and 5.403]

Elderly Persons
An *elderly person* is a person who is at least 62 years of age.

Near-Elderly Persons
A *near-elderly person* is a person who is 50-61 years of age.
Elderly Family
An elderly family is one in which the head, spouse, cohead, or sole member is an elderly person. Identifying elderly families is important because these families qualify for special deductions from income as described in Chapter 6.

3-I.I. PERSONS WITH DISABILITIES AND DISABLED FAMILY [24 CFR 5.403]
Persons with Disabilities
Under the HCV program, special rules apply to persons with disabilities and to any family whose head, spouse, or cohead is a person with disabilities. The technical definitions of individual with handicaps and persons with disabilities are provided in Exhibit 3-1 at the end of this chapter. These definitions are used for a number of purposes including ensuring that persons with disabilities are not discriminated against based upon disability.

As discussed in Chapter 2, DHA must make all aspects of the HCV program accessible to persons with disabilities and consider reasonable accommodations requested based upon a person’s disability.

Disabled Family
A disabled family is one in which the head, spouse, or cohead is a person with disabilities. Identifying disabled families is important because these families qualify for special deductions from income as described in Chapter 6.

Even though persons with drug or alcohol dependencies are considered persons with disabilities for the purpose of non-discrimination, this does not prevent DHA from denying assistance for reasons related to alcohol and drug abuse following policies found in Part III of this chapter, or from terminating assistance following the policies in Chapter 12.

3-I.J. GUESTS [24 CFR 5.100] [24 CFR 982.551]
A guest is a person temporarily staying in the unit with the consent of a member of the household who has express or implied authority to so consent.

DHA Policy
A guest can remain in the assisted unit no longer than 30 consecutive days or a total of 90 cumulative calendar days during any 12-month period.

Children who are subject to a joint custody arrangement or for whom a family has visitation privileges, that are not included as a family member because they live outside of the assisted household more than 50 percent of the time, are not subject to the time limitations of guests as described above.

A family may request an exception to this policy for valid reasons (e.g., care of a relative recovering from a medical procedure is expected to last 40 consecutive days). An exception will not be made unless the family can identify and provide documentation of the residence to which the guest will return.
Guests who represent the assisted unit address as their residence address for receipt of benefits or other purposes will be considered unauthorized occupants. In addition, guests who remain in the unit beyond the allowable time limit will be considered unauthorized occupants, and their presence constitutes violation of the Family Obligations, as described in paragraph 4 of the Housing Choice Voucher, as well as paragraph 2 of 24 CFR 982.551 (h).

3-I.K. FOSTER CHILDREN AND FOSTER ADULTS

Foster adults are usually persons with disabilities, unrelated to the tenant family, who are unable to live alone [24 CFR 5.609].

The term foster child is not specifically defined by the regulations.

Foster children and foster adults that are living with an applicant or assisted family are considered household members but not family members. The income of foster children/adults is not counted in family annual income, and foster children/adults do not qualify for a dependent deduction [24 CFR 5.603; HUD-50058 IB, p. 13].

DHA Policy

A foster child is a child that is in the legal guardianship or custody of a state, county, or private adoption or foster care agency, yet is cared for by foster parents in their own homes, under some kind of short-term or long-term foster care arrangement with the custodial agency.

A foster child or foster adult may be allowed to reside in the unit if their presence would not result in a violation of HQS space standards according to 24 CFR 982.401.

Children that are temporarily absent from the home as a result of placement in foster care are discussed in Section 3-I.L.

3-I.L. ABSENT FAMILY MEMBERS

Individuals may be absent from the family, either temporarily or permanently, for a variety of reasons including educational activities, placement in foster care, employment, illness, incarceration, and court order.

Definitions of Temporarily and Permanently Absent

DHA Policy

Generally an individual who is or is expected to be absent from the assisted unit for 180 consecutive days or less is considered temporarily absent and continues to be considered a family member. Generally an individual who is or is expected to be absent from the assisted unit for more than 180 consecutive days is considered permanently absent and no longer a family member. Exceptions to this general policy are discussed below.
Absent Students

**DHA Policy**

When someone who has been considered a family member attends school away from home, the person will continue to be considered a family member unless information becomes available to DHA indicating that the student has established a separate household or the family declares that the student has established a separate household.

Absences Due to Placement in Foster Care [24 CFR 5.403]

Children temporarily absent from the home as a result of placement in foster care are considered members of the family.

**DHA Policy**

If a child has been placed in foster care, DHA will verify with the appropriate agency whether and when the child is expected to be returned to the home. Unless the agency confirms that the child has been permanently removed from the home, the child will be counted as a family member.

Absent Head, Spouse, or Cohead

**DHA Policy**

An employed head, spouse, or cohead absent from the unit more than 180 consecutive days due to employment will continue to be considered a family member.

Family Members Permanently Confined for Medical Reasons [HCV GB, p. 5-22]

If a family member is confined to a nursing home or hospital on a permanent basis, that person is no longer considered a family member and the income of that person is not counted [HCV GB, p. 5-22].

**DHA Policy**

DHA will request verification from a responsible medical professional and will use this determination. If the responsible medical professional cannot provide a determination, the person generally will be considered temporarily absent. The family may present evidence that the family member is confined on a permanent basis and request that the person not be considered a family member.

If the absent family member is the head of household and other family members remain, the family will appoint a new head of household. If there is a dispute about which family member should be appointed, DHA will make the determination based on applicable HUD rules.
Return of Permanently Absent Family Members

DHA Policy
The family must request DHA approval for the return of any adult family members that DHA has determined to be permanently absent. The individual is subject to the eligibility and screening requirements discussed elsewhere in this chapter.

3-I.M. LIVE-IN AIDE
Live-in aide means a person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who: (1) is determined to be essential to the care and well-being of the persons, (2) is not obligated for the support of the persons, and (3) would not be living in the unit except to provide the necessary supportive services [24 CFR 5.403].

DHA must approve a live-in aide if needed as a reasonable accommodation in accordance with 24 CFR 8, to make the program accessible to and usable by the family member with disabilities.

A live-in aide is a member of the household, not the family, and the income of the aide is not considered in income calculations [24 CFR 5.609(b)]. Relatives may be approved as live-in aides if they meet all of the criteria defining a live-in aide. However, a relative who serves as a live-in aide is not considered a family member and would not be considered a remaining member of a tenant family.

DHA Policy
A family’s request for a live-in aide must be made in writing. Written verification will be required from a reliable, knowledgeable professional, such as a doctor, social worker, or case worker, that the live-in aide is essential for the care and well-being of the elderly, near-elderly, or disabled family member. For continued approval, the family must submit a new, written request-subject to DHA verification-at each annual reexamination.

In addition, the family and live-in aide will be required to submit a certification stating that the live-in aide is (1) not obligated for the support of the person(s) needing the care, and (2) would not be living in the unit except to provide the necessary supportive services.

DHA will not approve a particular person as a live-in aide, and may withdraw such approval if [24 CFR 982.316(b)]:

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 DHA or to another DHA in connection with Section 8 or public housing assistance under the 1937 Act.
Within 10 business days of receiving a request for a live-in aide, including all required documentation related to the request, DHA will notify the family of its decision in writing.

**PART II: BASIC ELIGIBILITY CRITERIA**

**3-II.A. INCOME ELIGIBILITY AND TARGETING**

**Income Limits**

HUD is required by law to set income limits that determine the eligibility of applicants for HUD’s assisted housing programs, including the housing choice voucher program. The income limits are published annually and are based on HUD estimates of median family income in a particular area or county, with adjustments for family size.

**Types of Low-Income Families [24 CFR 5.603(b)]**

- *Low-income family.* A family whose annual income does not exceed 80 percent of the median income for the area, adjusted for family size.

- *Very low-income family.* A family whose annual income does not exceed 50 percent of the median income for the area, adjusted for family size.

- *Extremely low-income family.* A family whose annual income does not exceed 30 percent of the median income for the area, adjusted for family size.

HUD may establish income ceilings higher or lower than 30, 50, or 80 percent of the median income for an area if HUD finds that such variations are necessary because of unusually high or low family incomes.

**Using Income Limits for Eligibility [24 CFR 982.201]**

Income limits are used for eligibility only at admission. Eligibility is established by comparing a family's annual income with HUD’s published income limits. To be income-eligible, a family must be one of the following:

- A *very low-income* family

- A *low-income* family that has been "continuously assisted" under the 1937 Housing Act. A family is considered to be continuously assisted if the family is already receiving assistance under any 1937 Housing Act program at the time the family is admitted to the HCV program [24 CFR 982.4]

**DHA Policy**

DHA will consider a family to be continuously assisted if the family was leasing a unit under any 1937 Housing Act program at the time they were issued a voucher by DHA.

- A low-income family that qualifies for voucher assistance as a non-purchasing household living in HOPE 1 (public housing homeownership), HOPE 2 (multifamily housing homeownership) developments, or other HUD-assisted multifamily homeownership programs covered by 24 CFR 248.173
A low-income or moderate-income family that is displaced as a result of the prepayment of a mortgage or voluntary termination of a mortgage insurance contract on eligible low-income housing as defined in 24 CFR 248.101

HUD permits DHA to establish additional categories of low-income families that may be determined eligible. The additional categories must be consistent with DHA plan and the consolidated plans for local governments within DHA’s jurisdiction.

DHA Policy
DHA has not established any additional categories of eligible low-income families.

Using Income Limits for Targeting [24 CFR 982.201]
At least 75 percent of the families admitted to DHA's program during a DHA fiscal year must be extremely low-income families. HUD may approve exceptions to this requirement if DHA demonstrates that it has made all required efforts, but has been unable to attract an adequate number of qualified extremely low-income families.

Families continuously assisted under the 1937 Housing Act and families living in eligible low-income housing that are displaced as a result of prepayment of a mortgage or voluntary termination of a mortgage insurance contract are not subject to the 75 percent restriction.

3-II.B. CITIZENSHIP OR ELIGIBLE IMMIGRATION STATUS [24 CFR 5, Subpart E]
Housing assistance is available only to individuals who are U.S. citizens, U.S. nationals (herein referred to as citizens and nationals), or noncitizens that have eligible immigration status. At least one family member must be a citizen, national, or noncitizen with eligible immigration status in order for the family to qualify for any level of assistance.

All applicant families must be notified of the requirement to submit evidence of their citizenship status when they apply. Where feasible, and in accordance with DHA’s Limited English Proficiency Plan, the notice must be in a language that is understood by the individual if the individual is not proficient in English.

Declaration [24 CFR 5.508]
HUD requires each family member to declare whether the individual is a citizen, a national, or an eligible noncitizen, except those members who elect not to contend that they have eligible immigration status. Those who elect not to contend their status are considered to be ineligible noncitizens. For citizens, nationals and eligible noncitizens the declaration must be signed personally by the head, spouse, cohead, and any other family member 18 or older, and by a parent or guardian for minors. The family must identify in writing any family members who elect not to contend their immigration status (see Ineligible Noncitizens below). No declaration is required for live-in aides, foster children, or foster adults.

U.S. Citizens and Nationals
In general, citizens and nationals are required to submit only a signed declaration that claims
their status. However, HUD regulations permit DHA to request additional documentation of their status, such as a passport.

**DHA Policy**
Family members who declare citizenship or national status will be required to provide documentation for verification purposes, such as a United States passport or other appropriate documentation as specified in HUD guidance.

**Eligible Noncitizens**
In addition to providing a signed declaration, those declaring eligible noncitizen status must sign a verification consent form and cooperate with DHA efforts to verify their immigration status as described in Chapter 7. The documentation required for establishing eligible noncitizen status varies depending upon factors such as the date the person entered the U.S., the conditions under which eligible immigration status has been granted, the person’s age, and the date on which the family began receiving HUD-funded assistance.

Lawful residents of the Marshall Islands, the Federated States of Micronesia, and Palau, together known as the Freely Associated States, or FAS, are eligible for housing assistance under section 141 of the Compacts of Free Association between the U.S. Government and the Governments of the FAS [Public Law 106-504].

**Ineligible Noncitizens**
Those noncitizens who do not wish to contend their immigration status are required to have their names listed on a noncontending family members listing, signed by the head, spouse, or cohead (regardless of citizenship status), indicating their ineligible immigration status. DHA is not required to verify a family member’s ineligible status and is not required to report an individual’s unlawful presence in the U.S. to the United States Citizenship and Immigration Services (USCIS).

Providing housing assistance to noncitizen students is prohibited [24 CFR 5.522]. This prohibition extends to the noncitizen spouse of a noncitizen student as well as to minor children who accompany or follow to join the noncitizen student. Such prohibition does not extend to the citizen spouse of a noncitizen student or to the children of the citizen spouse and noncitizen student. Such a family is eligible for prorated assistance as a mixed family.

**Mixed Families**
A family is eligible for assistance as long as at least one member is a citizen, national, or eligible noncitizen. Families that include eligible and ineligible individuals are considered mixed families. Such families will be given notice that their assistance will be prorated, and that they may request a hearing if they contest this determination. See Chapter 6 for a discussion of how rents are prorated, and Chapter 16 for a discussion of informal hearing procedures.

**Ineligible Families [24 CFR 5.514(d), (e), and (f)]**
A DHA may elect to provide assistance to a family before the verification of the eligibility of the
individual or one family member [24 CFR 5.512(b)]. Otherwise, no individual or family may be assisted prior to the affirmative establishment by DHA that the individual or at least one family member is eligible. Verification of eligibility for this purpose occurs when the individual or family members have submitted documentation to DHA in accordance with program requirements [24 CFR 5.512(a)].

DHA Policy
DHA will not provide assistance to a family before the verification of at least one family member.

When a DHA determines that an applicant family does not include any citizens, nationals, or eligible noncitizens, following the verification process, the family will be sent a written notice within 10 business days of the determination.

The notice will explain the reasons for the denial of assistance, that the family may be eligible for proration of assistance, and will advise the family of its right to request an appeal to the United States Citizenship and Immigration Services (USCIS), or to request an informal hearing with DHA. The informal hearing with DHA may be requested in lieu of the USCIS appeal, or at the conclusion of the USCIS appeal process. The notice must also inform the applicant family that assistance may not be delayed until the conclusion of the USCIS appeal process, but that it may be delayed pending the completion of the informal hearing process.

Informal hearing procedures are contained in Chapter 16.

Timeframe for Determination of Citizenship Status [24 CFR 5.508(g)]
For new occupants joining the assisted family, DHA must verify status at the first interim or regular reexamination following the person’s occupancy, whichever comes first. If an individual qualifies for a time extension for the submission of required documents, DHA must grant such an extension for no more than 30 days [24 CFR 5.508(h)]. Each family member is required to submit evidence of eligible status only one time during continuous occupancy.

DHA Policy
DHA will verify the status of applicants at the time other eligibility factors are determined.

3-II.C. SOCIAL SECURITY NUMBERS [24 CFR 5.216 and 5.218]
The applicant and all members of the applicant’s household age 6 or older the family must provide documentation of a valid Social Security Number (SSN) or a certification stating that no SSN has been issued. If a household member who is required to execute a certification is less than 18 years old, the certification must be executed by the individual’s parent or guardian [24 CFR 5.216(j)]. Assistance cannot be provided to a family until all SSN documentation requirements are met. A detailed discussion of acceptable documentation is provided in Chapter 7.
If a new member who is at least six years of age is added to the family, the new member’s SSN documentation must be submitted at the household’s next interim or regular reexamination, whichever comes first. If any member of the household who is at least six years of age obtains a previously undisclosed SSN, or has been assigned a new SSN, the documentation must be submitted at the family’s next regularly scheduled reexamination.

DHA must deny assistance to an applicant family if they do not meet the SSN disclosure, documentation and verification, and certification requirements contained in 24 CFR 5.216.

3-II.D. FAMILY CONSENT TO RELEASE OF INFORMATION [24 CFR 5.230, HCV GB, p. 5-13]

HUD requires each adult family member, and the head of household, spouse, or cohead, regardless of age, to sign form HUD-9886, Authorization for the Release of Information/Privacy Act Notice, and other consent forms as needed to collect information relevant to the family’s eligibility and level of assistance. Chapter 7 provides detailed information concerning the consent forms and verification requirements.

DHA must deny admission to the program if any member of the applicant family fails to sign and submit the consent forms for obtaining information in accordance with 24 CFR 5, Subparts B and F [24 CFR 982.552(b)(3)].

3-II.E. STUDENTS ENROLLED IN INSTITUTIONS OF HIGHER EDUCATION [24 CFR 5.612 and FR Notice 4/10/06]

Section 327 of Public Law 109-115 and the implementing regulation at 24 CFR 5.612 established new restrictions on the eligibility of certain students (both part- and full-time) who are enrolled in institutions of higher education.

If a student enrolled at an institution of higher education is under the age of 24, is not a veteran, is not married, does not have a dependent child, and is not a person with disabilities receiving HCV assistance as of November 30, 2005, the student’s eligibility must be examined along with the income eligibility of the student’s parents. In these cases, both the student and the student’s parents must be income eligible for the student to receive HCV assistance. If, however, a student in these circumstances is determined independent from his/her parents in accordance with DHA policy, the income of the student’s parents will not be considered in determining the student’s eligibility.

The new law does not apply to students who reside with parents who are applying to receive HCV assistance. It is limited to students who are seeking assistance on their own, separately from their parents.

Definitions

In determining whether and how the new eligibility restrictions apply to a student, DHA will rely on the following definitions [FR 4/10/06, p. 18148].
**Dependent Child**

In the context of the student eligibility restrictions, *dependent child* means a dependent child of a student enrolled in an institution of higher education. The dependent child must also meet the definition of *dependent* in 24 CFR 5.603, which states that the dependent must be a member of the assisted family, other than the head of household or spouse, who is under 18 years of age, or is a person with a disability, or is a full-time student. Foster children and foster adults are not considered dependents.

**Independent Student**

**DHA Policy**

DHA will consider a student “independent” from his or her parents and the parents’ income will not be considered when determining the student’s eligibility if the following four criteria are all met:

- The individual is of legal contract age under state law.
- The individual has established a household separate from his/her parents for at least one year prior to application for occupancy or the individual meets the U.S. Department of Education’s definition of independent student.

In accordance with HUD regulations (24 CFR 5.612), no assistance shall be provided to any individual who:

1. Is enrolled as a student at an institution of higher education;
2. Is under the age of 24;
3. Is not a veteran of the United States military;
4. Is unmarried;
5. Does not have a dependent child
6. Is not a person with disabilities; AND
7. Is not otherwise eligible or whose parents, individually or jointly, are not eligible to receive assistance based on their income

The individual was not claimed as a dependent by his/her parents pursuant to IRS regulations, as demonstrated on the parents’ most recent tax forms.

The individual provides a certification of the amount of financial assistance that will be provided by his/her parents. This certification must be signed by the individual providing the support and must be submitted even if no assistance is being provided.

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DHA will verify that a student meets the above criteria in accordance with the policies in Section 7-II.E.

**Institution of Higher Education**

DHA will use the statutory definition under section 102 of the Higher Education Act of 1965 to determine whether a student is attending an *institution of higher education* (see Exhibit 3-2).

**Parents**

**DHA Policy**

For purposes of student eligibility restrictions, the definition of *parents* includes biological or adoptive parents, stepparents (as long as they are currently married to the biological or adoptive parent), and guardians (e.g., grandparents, aunt/uncle, godparents, etc) assigned by an operation of law.

**Person with Disabilities**

DHA will use the statutory definition under section 3(b)(3)(E) of the 1937 Act to determine whether a student is a *person with disabilities* (see Exhibit 3-1).

**Veteran**

**DHA Policy**

A *veteran* is a person who served in the active military, naval, or air service and who was discharged or released from such service under conditions other than dishonorable.

**Determining Student Eligibility**

If a student is applying for assistance on his/her own, apart from his/her parents, DHA must determine whether the student is subject to the eligibility restrictions contained in 24 CFR 5.612. If the student is subject to those restrictions, DHA must ensure that: (1) the student is individually eligible for the program, (2) either the student is independent from his/her parents or the student’s parents are income eligible for the program, and (3) the “family” with which the student is applying is collectively eligible for the program.

**DHA Policy**

For any student who is subject to the 5.612 restrictions, DHA will:

- Follow its usual policies in determining whether the student individually and the student’s “family” collectively are eligible for the program

- Determine whether the student is independent from his/her parents in accordance with the definition of *independent student* in this section

- Follow the policies below, if applicable, in determining whether the student’s parents are income eligible for the program
If DHA determines that the student, the student’s parents (if applicable), or the student’s “family” is not eligible, DHA will send a notice of denial in accordance with the policies in Section 3-III.F, and the applicant family will have the right to request an informal review in accordance with the policies in Section 16-III.B.

**Determining Parental Income Eligibility**

**DHA Policy**

For any student who is subject to the 5.612 restrictions and who does not satisfy the definition of *independent student* in this section, DHA will determine the income eligibility of the student’s parents as follows:

- If the student’s parents are married and living together, DHA will obtain a joint income declaration and certification of joint income from the parents.
- If the student’s parent is widowed or single, DHA will obtain an income declaration and certification of income from that parent.
- If the student’s parents are divorced or separated, DHA will obtain an income declaration and certification of income from each parent.
- If the student has been living with one of his/her parents and has not had contact with or does not know where to contact his/her other parent, DHA will require the student to submit a certification under penalty of perjury describing the circumstances and stating that the student does not receive financial assistance from the other parent. DHA will then obtain an income declaration and certification of income from the parent with whom the student has been living or had contact.

In determining the income eligibility of the student’s parents, DHA will use the income limits for the jurisdiction in which the parents live.

**PART III: DENIAL OF ASSISTANCE**

**3-III.A. OVERVIEW**

A family that does not meet the eligibility criteria discussed in Parts I and II, must be denied assistance.

In addition, HUD requires or permits DHA to deny assistance based on certain types of current or past behaviors of family members.

**Forms of Denial [24 CFR 982.552(a)(2); HCV GB, p. 5-35]**

Denial of assistance includes any of the following:

- Not placing the family's name on the waiting list
• Denying or withdrawing a voucher
• Not approving a request for tenancy or refusing to enter into a HAP contract
• Refusing to process a request for or to provide assistance under portability procedures

HUD rules prohibit denial of program assistance to the program based on any of the following criteria:

• Age, disability, race, color, religion, sex, or national origin. (See Chapter 2 for additional information about fair housing and equal opportunity requirements.)
• Where a family lives prior to admission to the program
• Where the family will live with assistance under the program. Although eligibility is not affected by where the family will live, there may be restrictions on the family's ability to move outside DHA's jurisdiction (See Chapter 10, Portability.)
• Whether members of the family are unwed parents, recipients of public assistance, or children born out of wedlock
• Whether the family includes children
• Whether a family decides to participate in a family self-sufficiency program
• Whether or not a qualified applicant has been a victim of domestic violence, dating violence, or stalking

3-III.B. MANDATORY DENIAL OF ASSISTANCE [24 CFR 982.553(a)]
HUD requires DHA to deny assistance in the following cases:

• Any member of the household has been evicted from federally-assisted housing in the last 3 years for drug-related criminal activity. HUD permits, but does not require, DHA to admit an otherwise-eligible family if the household member has completed a DHA-approved drug rehabilitation program or the circumstances which led to eviction no longer exist (e.g., the person involved in the criminal activity no longer lives in the household).

  DHA Policy
  DHA will admit an otherwise-eligible family who was evicted from federally-assisted housing within the past 3 years for drug-related criminal activity, if DHA is able to verify that the household member who engaged in the criminal activity has completed a supervised drug rehabilitation program approved by DHA, or the person who committed the crime, is no longer living in the household.

• DHA determines that any household member is currently engaged in the use of illegal drugs.
**DHA Policy**

Currently engaged in is defined as any use of illegal drugs during the previous six months.

- DHA has reasonable cause to believe that any household member's current use or pattern of use of illegal drugs, or current abuse or pattern of abuse of alcohol, may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.

**DHA Policy**

In determining reasonable cause, DHA will consider all credible evidence, including but not limited to, any record of convictions, arrests, or evictions of household members related to the use of illegal drugs or the abuse of alcohol. A conviction will be given more weight than an arrest. DHA will also consider evidence from treatment providers or community-based organizations providing services to household members.

- Any household member has ever been convicted of drug-related criminal activity for the production or manufacture of methamphetamine on the premises of federally assisted housing

- Any household member is subject to a lifetime registration requirement under a state sex offender registration program

**3-III.C. OTHER PERMITTED REASONS FOR DENIAL OF ASSISTANCE**

HUD permits, but does not require, DHA to deny assistance for the reasons discussed in this section.

**Criminal Activity [24 CFR 982.553]**

HUD permits, but does not require, DHA to deny assistance if DHA determines that any household member is currently engaged in, or has engaged in during a reasonable time before the family would receive assistance, certain types of criminal activity.

**DHA Policy**

If any household member is currently engaged in, or has engaged in any of the following criminal activities, within the past five years, the family will be denied assistance.

*Drug-related criminal activity*, defined by HUD as the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug [24 CFR 5.100].

*Violent criminal activity*, defined by HUD as any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage [24 CFR 5.100].
Criminal activity that may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity; or

Criminal activity that may threaten the health or safety of property owners and management staff, and persons performing contract administration functions or other responsibilities on behalf of DHA (including a DHA employee or a DHA contractor, subcontractor, or agent).

Evidence of such criminal activity includes, but is not limited to:

Any conviction for drug-related or violent criminal activity within the past 5 years.

Any arrests for drug-related or violent criminal activity within the past 5 years.

Any record of eviction from public or privately-owned housing as a result of criminal activity within the past 5 years.

A conviction for drug-related or violent criminal activity will be given more weight than an arrest for such activity.

In making its decision to deny assistance, DHA will consider the factors discussed in Section 3-III.E. Upon consideration of such factors, DHA may, on a case-by-case basis, decide not to deny assistance.

**Previous Behavior in Assisted Housing [24 CFR 982.552(c)]**

HUD authorizes DHA to deny assistance based on the family’s previous behavior in assisted housing:

**DHA Policy**

DHA **will not** deny assistance to an otherwise eligible family because the family previously failed to meet its obligations under the Family Self-Sufficiency (FSS) program.

DHA **will** deny assistance to an applicant family if:

The family does not provide information that DHA or HUD determines is necessary in the administration of the program.

The family does not provide complete and true information to DHA.

Any family member has been evicted from federally-assisted housing in the last five years.
Any DHA has ever terminated assistance under the program for any member of the family.

Any family member has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.

The family owes rent or other amounts to any DHA in connection with the HCV, Certificate, Moderate Rehabilitation or public housing programs, unless the family repays the full amount of the debt prior to being selected from the waiting list.
If the family has not reimbursed any DHA for amounts DHA paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease, unless the family repays the full amount of the debt prior to being selected from the waiting list.

The family has breached the terms of a repayment agreement entered into with DHA, unless the family repays the full amount of the debt covered in the repayment agreement prior to being selected from the waiting list.

A family member has engaged in or threatened violent or abusive behavior toward DHA personnel.

Abusive or violent behavior towards DHA personnel includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior.

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

In making its decision to deny assistance, DHA will consider the factors discussed in Section 3-III.E. Upon consideration of such factors, DHA may, on a case-by-case basis, decide not to deny assistance.

3-III.D. SCREENING

Screening for Eligibility
PHAs are authorized to obtain criminal conviction records from law enforcement agencies to screen applicants for admission to the HCV program. This authority assists DHA in complying with HUD requirements and DHA policies to deny assistance to applicants who are engaging in or have engaged in certain criminal activities. In order to obtain access to the records DHA must require every applicant family to submit a consent form signed by each adult household member [24 CFR 5.903].
DHA Policy

DHA will perform a criminal background check through local law enforcement for every adult household member.

If the results of the criminal background check indicate that there may be past criminal activity, but the results are inconclusive, DHA will request a fingerprint card and will request information from the National Crime Information center (NCIC).

PHAs are required to perform criminal background checks necessary to determine whether any household member is subject to a lifetime registration requirement under a state sex offender program in the state where the housing is located, as well as in any other state where a household member is known to have resided [24 CFR 982.553(a)(2)(i)].

If DHA proposes to deny assistance based on a criminal record or on lifetime sex offender registration information, DHA must notify the household of the proposed action and must provide the subject of the record and the applicant a copy of the record and an opportunity to dispute the accuracy and relevance of the information prior to a denial of admission. [24 CFR 5.903(f) and 5.905(d)].

Screening for Drug Abuse and Other Criminal Activity

DHA Policy

1. Purpose

It is the policy of the Housing Authority of the City of Durham (hereafter referred to as the “Authority”) that all Housing Choice Voucher Program participants and their families shall enjoy decent, safe, and sanitary living conditions.


Pursuant to 24 CFR § 982.552, DHA may deny assistance to an applicant (or terminate assistance for a participant) because of the applicant’s (or participant’s) involvement in drug-related criminal activity, violent criminal activity, other criminal activity, domestic violence, or drug and alcohol abuse, or because of such involvement by a proposed or current member of the applicant’s (or participant’s) household.

Drug-related criminal activity, violent criminal activity, other criminal activity, domestic violence, and drug and alcohol abuse in the community increase resident fear and decrease unit marketability. Therefore, the Authority will not tolerate such behavior from Housing Choice Voucher Program participants or their household members.

1 Under 24 CFR § 5.2005(b), criminal activity directly related to domestic violence, dating violence, 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 immediate family member of the tenant is the victim.
3. Definitions [24 CFR § 5.100]

“Drug” is a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).

“Drug-related criminal activity” is the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug.

“A recent history of criminal activity or substance abuse” is a history of one or more such occurrences within the previous three years.

Violent criminal activity is any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.

4. Procedures for Applicants [24 CFR § 982.553(a)]

The Authority shall screen out and deny assistance to any applicant who is described by any of the following, or whose household member is described by any of the following:

a) Has a recent history of criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity, or the owner, property management staff, or persons performing a contract administration function or responsibility on behalf of the Authority;

b) Has a recent history of drug-related criminal activity or violent criminal activity;

c) Was evicted, because of drug-related criminal activity, from any federally assisted housing program within five years of the date of processing of the application for determination of final eligibility;

d) The Authority has determined to be engaged in the illegal use of a drug;

e) Has been convicted of manufacturing or producing methamphetamine (speed) on the premises of any federally assisted housing;

f) The Authority has determined the individual to be abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents or others in the community;

g) The Authority has determined that there is reasonable cause to believe that the individual’s use or pattern of illegal drug use may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents;

h) The individual is subject to a lifetime registration requirement under a State sex offender registration program.
The Authority may waive policies prohibiting admission in certain circumstances if the applicant demonstrates to the Authority’s satisfaction that the identified individual(s) is no longer engaged in, and has not engaged in within a reasonable time, the prohibited activity.

5. Procedures for Housing Choice Voucher Program Participants [24 CFR § 982.553(b)]

The Authority shall terminate the tenancy of any Housing Choice Voucher Program participating family if the Authority determines that:

a) Any household member is currently engaged in any illegal use of a drug; or

b) Any household member has ever been convicted of manufacturing or producing methamphetamine (speed) on the premises of federally assisted housing; or

c) Any household member’s abuse of alcohol or illegal drugs may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or individuals in the community; or

d) Any household member has violated the family’s obligation not to engage in any drug-related criminal activity or violent criminal activity; or

e) Possession of drug paraphernalia;

f) Criminal activity involving crimes to persons or property and/or criminal acts that affect the health, safety, or right to peaceful enjoyment of the premises by other residents;

g) Engaging in any activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or individuals of the community.

6. Procedures of Housing Authority

DHA Policy
At the time of annual re-examination, DHA will conduct a criminal background check on all family members 18 years of age or older.

a) The Authority will review police reports and newspaper articles concerning criminal activity in the community. When information relating to criminal activity involving a Housing Choice Voucher Program participant is discovered, the Authority will schedule an interview with the participant to address the activity, and the Authority will provide a copy of the report to the participant prior to rendering a determination to terminate assistance.

The Authority shall terminate the assistance of any participating family that violates any provision of the Screening for Drug Abuse and other Criminal Activity Policy.
Screening for Suitability as a Tenant [24 CFR 982.307]
DHA has no liability or responsibility to the owner for the family’s behavior or suitability for tenancy. DHA may opt to conduct additional screening to determine whether an applicant is likely to be a suitable tenant.

DHA Policy
DHA will not conduct additional screening to determine an applicant family’s suitability for tenancy.

The owner is responsible for screening and selection of the family to occupy the owner’s unit. DHA must inform the owner that screening and selection for tenancy is the responsibility of the owner. An owner may consider a family’s history with respect to factors such as: payment of rent and utilities, caring for a unit and premises, respecting the rights of other residents to the peaceful enjoyment of their housing, criminal activity that is a threat to the health, safety or property of others, and compliance with other essential conditions of tenancy.

HUD requires DHA to provide prospective owners with the family's current and prior address (as shown in DHA records) and the name and address (if known) of the owner at the family's current and prior addresses. HUD permits DHA to provide owners with additional information, as long as families are notified that the information will be provided, and the same type of information is provided to all owners.

DHA Policy
DHA will inform owners of their responsibility to screen prospective tenants, and will provide owners with the required known name and address information, at the time of the initial HQS inspection or before. DHA will not provide any additional information to the owner, such as tenancy history, criminal history, etc.

3-III.E. CRITERIA FOR DECIDING TO DENY ASSISTANCE
Evidence [24 CFR 982.553(c)]

DHA Policy
DHA will use the concept of the preponderance of the evidence as the standard for making all admission decisions.

Preponderance of the evidence is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. Preponderance of the evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

Consideration of Circumstances [24 CFR 982.552(c)(2)]
HUD authorizes DHA to consider all relevant circumstances when deciding whether to deny assistance based on a family’s past history except in the situations for which denial of assistance is mandated (see Section 3-III.B).
DHA Policy
DHA will consider the following factors prior to making its decision:

The seriousness of the case, especially with respect to how it would affect other residents

The effects that denial of assistance may have on other members of the family who were not involved in the action or failure

The extent of participation or culpability of individual family members, including whether the culpable family member is a minor or a person with disabilities, or (as discussed further in section 3-III.G) a victim of domestic violence, dating violence, or stalking

The length of time since the violation occurred, the family’s recent history and the likelihood of favorable conduct in the future

In the case of drug or alcohol abuse, whether the culpable household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program or has otherwise been rehabilitated successfully

DHA will require the applicant to submit evidence of the household member’s current participation in or successful completion of a supervised drug or alcohol rehabilitation program, or evidence of otherwise having been rehabilitated successfully.

Removal of a Family Member’s Name from the Application [24 CFR 982.552(c)(2)(ii)]
HUD permits DHA to impose as a condition of admission, a requirement that family members who participated in or were culpable for an action or failure to act which results in the denial of assistance, to not reside in the unit.

DHA Policy
As a condition of receiving assistance, a family may agree to remove the culpable family member from the application. In such instances, the head of household must certify that the family member will not be permitted to visit or to stay as a guest in the assisted unit. After admission to the program, the family must present evidence of the former family member’s current address upon DHA request.

Reasonable Accommodation [24 CFR 982.552(c)(2)(iv)]
If the family includes a person with disabilities, DHA’s decision concerning denial of admission is subject to consideration of reasonable accommodation in accordance with 24 CFR Part 8.
DHA Policy
If the family indicates that the behavior of a family member with a disability is the reason for the proposed denial of assistance, DHA will determine whether the behavior is related to the disability. If so, upon the family’s request, DHA will determine whether alternative measures are appropriate as a reasonable accommodation. DHA will only consider accommodations that can reasonably be expected to address the behavior that is the basis of the proposed denial of assistance. See Chapter 2 for a discussion of reasonable accommodation.

3-III.F. NOTICE OF ELIGIBILITY OR DENIAL
If the family is eligible for assistance, DHA will notify the family when it extends the invitation to attend the voucher briefing appointment, as discussed in Chapter 5.
If DHA determines that a family is not eligible for the program for any reason, the family must be notified promptly. The notice must describe: (1) the reasons for which assistance has been denied, (2) the family’s right to an informal review, and (3) the process for obtaining the informal review [24 CFR 982.554 (a)]. See Chapter 16, for informal review policies and procedures.

DHA Policy
The family will be notified of a decision to deny assistance in writing within 10 business days of the determination.

If a DHA uses a criminal record or sex offender registration information obtained under 24 CFR 5, Subpart J, as the basis of a denial, a copy of the record must precede the notice to deny, with an opportunity for the applicant to dispute the accuracy and relevance of the information before DHA can move to deny the application. In addition, a copy of the record must be provided to the subject of the record [24 CFR 5.903(f) and 5.905(d)]. DHA must give the family an opportunity to dispute the accuracy and relevance of that record, in the informal review process in accordance with program requirements [24 CFR 982.553(d)].

DHA Policy
If based on a criminal record or sex offender registration information, an applicant family appears to be ineligible DHA will notify the family in writing of the proposed denial and provide a copy of the record to the applicant and to the subject of the record. The family will be given 10 business days to dispute the accuracy and relevance of the information. If the family does not contact DHA to dispute the information within that 10-day period, DHA will proceed with issuing the notice of denial of admission. A family that does not exercise their right to dispute the accuracy of the information prior to issuance of the official denial letter will still be given the opportunity to do so as part of the informal review process.

Notice requirements related to denying assistance to noncitizens are contained in Section 3-II.B. Notice policies related to denying admission to applicants who may be victims of domestic violence, dating violence, or stalking are contained in Section 3-III.G.
3-III.G. PROHIBITION AGAINST DENIAL OF ASSISTANCE TO VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, AND STALKING [Pub.L. 109-162]

The Violence against Women Reauthorization Act of 2005 (VAWA) prohibits denial of admission to an otherwise qualified applicant on the basis that the applicant is or has been a victim of domestic violence, dating violence, or stalking. Specifically, Section 606(4)(A) of VAWA adds the following provision to Section 8 of the U.S. Housing Act of 1937, which lists contract provisions and requirements for the housing choice voucher program:

- That an applicant or participant is or has been a victim of domestic violence, dating violence, or stalking is not an appropriate reason for denial of program assistance or for denial of admission, if the applicant otherwise qualifies for assistance or admission.

Definitions
As used in VAWA:

- 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 cohabitating with or has cohabitated 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.

- The term *dating violence* means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the following factors:
  - The length of the relationship
  - The type of relationship
  - The frequency of interaction between the persons involved in the relationship

- The term *stalking* means:
  - To follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate; or
  - To place under surveillance with the intent to kill, injure, harass, or intimidate another person; and
  - 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 (1) that person, (2) a member of the immediate family of that person, or (3) the spouse or intimate partner of that person.
• The term *immediate family member* means, with respect to a person:
  - A spouse, parent, brother or sister, or child of that person, or an individual to whom that person stands in the position or place of a parent; or
  - Any other person living in the household of that person and related to that person by blood and marriage.

**Notification**

**DHA Policy**

DHA acknowledges that a victim of domestic violence, dating violence, or stalking may have an unfavorable history (e.g., a poor credit history, a record of previous damage to an apartment, a prior arrest record) that would warrant denial under DHA’s policies, but that may be the result of an abuser’s actions. Therefore, if DHA makes a determination to deny admission to an applicant family, DHA will include in its notice of denial:

A statement of the protection against denial provided by VAWA

A description of DHA confidentiality requirements

A request that an applicant wishing to claim protection due to status as a victim of domestic violence submit to DHA the certification described below along with her or his request for an informal review (see section 16-III.D)

**Documentation**

**Certification**

**DHA Policy**

An applicant claiming that the cause of an unfavorable history is that a member of the applicant family is or has been a victim of domestic violence, dating violence, or stalking must provide a certification that the applicant or member of the applicant’s family is or has been a victim of domestic violence, dating violence, or stalking. The certification shall include the name of the perpetrator or alleged perpetrator (if known) and the certification may be based on one of the following:

1. A personal signed attestation of the victim under penalty of perjury; or
2. A federal, state, tribal, territorial, or local police or court record; or
3. Documentation signed by an employee, agent, volunteer of a victim service provider, an attorney, or medical professional, from whom the victim has sought assistance in addressing domestic violence, dating violence, or stalking, or in addressing the effects of abuse, in which the professional attests under penalty of perjury to the professional’s belief that the incident or incidents in question are bona fide incidents of abuse, and the victim of domestic violence, dating violence, or stalking has signed or attested to the documentation.
Perpetrator Documentation

DHA Policy
If the perpetrator of the abuse is a member of the applicant family, the applicant must provide documentation consisting of one of the following:

A signed statement (1) requesting that the perpetrator be removed from the application and (2) certifying that the perpetrator will not be permitted to visit or to stay as a guest in the assisted unit

If the family wishes to remain united and has engaged in domestic violence, or if the perpetrator is requesting to become a household member, documentation that the perpetrator has successfully completed, or is successfully undergoing, rehabilitation or treatment must be provided. The documentation must be signed by an employee or agent of a domestic violence service provider or by a medical or other knowledgeable professional from whom the perpetrator has sought or is receiving assistance in addressing the abuse. The signer must attest under penalty of perjury to his or her belief that the rehabilitation was successfully completed or is progressing successfully. The victim and perpetrator must also sign or attest to the documentation.

Time Frame for Submitting Documentation

DHA Policy
DHA will request that an applicant claiming protection based on status as a victim of domestic violence provide certification as described above. The certification must be received by DHA within 14 business days after the date that the applicant receives the request for certification.

The applicant must submit the required documentation with her or his request for an informal review (see section 16-III.D) or must request an extension in writing at that time. If the applicant so requests, DHA will grant an extension of 10 business days, and will postpone scheduling the applicant’s informal review until after it has received the documentation or the extension period has elapsed. If after reviewing the documentation provided by the applicant DHA determines that the family is eligible for assistance, no informal review will be scheduled and DHA will proceed with admission of the applicant family.

DHA Confidentiality Requirements
All information provided to DHA regarding domestic violence, dating violence, or stalking, including the fact that an individual is a victim of such violence or stalking, must be retained in confidence and may neither be entered into any shared database nor provided to any related entity, except to the extent that the disclosure (a) is requested or consented to by the individual in writing, (b) is required for use in an eviction proceeding, or (c) is otherwise required by applicable law.
DHA Policy
If disclosure is required for use in an eviction proceeding or is otherwise required by applicable law, DHA will inform the victim before disclosure occurs so that safety risks can be identified and addressed.
EXHIBIT 3-1: DETAILED DEFINITIONS RELATED TO DISABILITIES

Person with Disabilities [24 CFR 5.403]
The term *person with disabilities* means a person who has any of the following types of conditions:

- Has a disability, as defined in 42 U.S.C. Section 423(d)(1)(A), which reads:
  - Inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months; *or*
  - In the case of an individual who has attained the age of 55 and is blind (within the meaning of “blindness” as defined in section 416(i)(1) of this title), inability by reason of such blindness to engage in substantial gainful activity, requiring skills or ability comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time.

- Has a developmental disability as defined in the Developmental Disabilities Assistance and Bill of Rights Act of 2000 [42 U.S.C.15002(8)], which defines developmental disability in functional terms as follows:

  **(A) In General**
The term “developmental disability” means a severe, chronic disability of an individual that:

  (i) is attributable to a mental or physical impairment or combination of mental and physical impairments;
  (ii) is manifested before the individual attains age 22;
  (iii) is likely to continue indefinitely;
  (iv) results in substantial functional limitations in 3 or more of the following areas of major life activity: (I) Self-care, (II) Receptive and expressive language, (III) Learning, (IV) Mobility, (V) Self-direction, (VI) Capacity for independent living, (VII) Economic self-sufficiency; and
  (v) reflects the individual’s need for a combination and sequence of special, interdisciplinary, or generic services, individualized supports, or other forms of assistance that are of lifelong or extended duration and are individually planned and coordinated.

  **(B) Infants and Young Children**
An individual from birth to age 9, inclusive, who has a substantial developmental delay or specific congenital or acquired condition, may be considered to have a developmental
disability without meeting 3 or more of the criteria described in clauses (i) through (v) of subparagraph (A) if the individual, without services and supports, has a high probability of meeting those criteria later in life.

- Has a physical, mental, or emotional impairment that is expected to be of long-continued and indefinite duration; substantially impedes his or her ability to live independently, and is of such a nature that the ability to live independently could be improved by more suitable housing conditions.

People with the acquired immunodeficiency syndrome (AIDS) or any conditions arising from the etiologic agent for AIDS are not excluded from this definition.

A person whose disability is based solely on any drug or alcohol dependence does not qualify as a person with disabilities for the purposes of this program.

For purposes of reasonable accommodation and program accessibility for persons with disabilities, the term person with disabilities refers to an individual with handicaps.

**Individual with Handicaps [24 CFR 8.3]**

*Individual with handicaps* means any person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such an impairment; or is regarded as having such an impairment. The term does not include any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from participating in the program or activity in question, or whose participation, by reason of such current alcohol or drug abuse, would constitute a direct threat to property or the safety of others. As used in this definition, the phrase:

(1) Physical or mental impairment includes:

   (a) Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; urogenital-urinary; hemic and lymphatic; skin; and endocrine; or

   (b) Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term physical or mental impairment includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.

(2) *Major life activities* means functions such as caring for one’s self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.

(3) Has a record of such an impairment means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.
(4) *Is regarded as having an impairment* means:
   
   (a) Has a physical or mental impairment that does not substantially limit one or more major life activities but that is treated by a recipient as constituting such a limitation;
   
   (b) Has a physical or mental impairment that substantially limits one or more major life activities only as a result of the attitudes of others toward such impairment; or
   
   (c) Has none of the impairments defined in paragraph (1) of this section but is treated by a recipient as having such an impairment.
EXHIBIT 3-2: DEFINITION OF INSTITUTION OF HIGHER EDUCATION
[20 U.S.C. 1001 and 1002]

Eligibility of Students for Assisted Housing Under Section 8 of the U.S. Housing Act of 1937; Supplementary Guidance; Notice [Federal Register, April 10, 2006]

Institution of Higher Education shall have the meaning given this term in the Higher Education Act of 1965 in 20 U.S.C. 1001 and 1002.

Definition of ‘‘Institution of Higher Education” From 20 U.S.C. 1001
(a) Institution of higher education. For purposes of this chapter, other than subchapter IV and part C of subchapter I of chapter 34 of Title 42, the term ‘‘institution of higher education” means an educational institution in any State that

(1) Admits as regular students only persons having a certificate of graduation from a school providing secondary education, or the recognized equivalent of such a certificate;
(2) Is legally authorized within such State to provide a program of education beyond secondary education;
(3) Provides an educational program for which the institution awards a bachelor’s degree or provides not less than a 2-year program that is acceptable for full credit toward such a degree;
(4) Is a public or other nonprofit institution; and
(5) Is accredited by a nationally recognized accrediting agency or association, or if not so accredited, is an institution that has been granted preaccreditation status by such an agency or association that has been recognized by the Secretary for the granting of preaccreditation status, and the Secretary has determined that there is satisfactory assurance that the institution will meet the accreditation standards of such an agency or association within a reasonable time.

(b) Additional institutions included. For purposes of this chapter, other than subchapter IV and part C of subchapter I of chapter 34 of Title 42, the term ‘‘institution of higher education” also includes—

(1) Any school that provides not less than a 1-year program of training to prepare students for gainful employment in a recognized occupation and that meets the provision of paragraphs (1), (2), (4), and (5) of subsection (a) of this section; and
(2) A public or nonprofit private educational institution in any State that, in lieu of the requirement in subsection (a)(1) of this section, admits as regular students persons who are beyond the age of compulsory school attendance in the State in which the institution is located.

(c) List of accrediting agencies. For purposes of this section and section 1002 of this title, the Secretary shall publish a list of nationally recognized accrediting agencies or associations
(d) that the Secretary determines, pursuant to subpart 2 of part G of subchapter IV of this chapter, to be reliable authority as to the quality of the education or training offered.

Definition of ‘‘Institution of Higher Education’’ From 20 U.S.C. 1002
(a) Definition of institution of higher education for purposes of student assistance programs

(1) Inclusion of additional institutions. Subject to paragraphs (2) through (4) of this subsection, the term ‘‘institution of higher education’’ for purposes of subchapter IV of this chapter and part C of subchapter I of chapter 34 of title 42 includes, in addition to the institutions covered by the definition in section 1001 of this title—

(A) A proprietary institution of higher education (as defined in subsection (b) of this section);
(B) A postsecondary vocational institution (as defined in subsection (c) of this section); and
(C) Only for the purposes of part B of subchapter IV of this chapter, an institution outside the United States that is comparable to an institution of higher education as defined in section 1001 of this title and that has been approved by the Secretary for the purpose of part B of subchapter IV of this chapter.

(2) Institutions outside the United States

(A) In general. For the purpose of qualifying as an institution under paragraph (1)(C), the Secretary shall establish criteria by regulation for the approval of institutions outside the United States and for the determination that such institutions are comparable to an institution of higher education as defined in section 1001 of this title (except that a graduate medical school, or a veterinary school, located outside the United States shall not be required to meet the requirements of section 1001 (a)(4) of this title). Such criteria shall include a requirement that a student attending such school outside the United States is ineligible for loans made, insured, or guaranteed under part B of subchapter IV of this chapter unless—

(i) In the case of a graduate medical school located outside the United States—

(I)(aa) At least 60 percent of those enrolled in, and at least 60 percent of the graduates of, the graduate medical school outside the United States were not persons described in section 1091(a)(5) of this title in the year preceding the year for which a student is seeking a loan under part B of subchapter IV of this chapter; and

(bb) At least 60 percent of the individuals who were students or graduates of the graduate medical school outside the United States or Canada (both nationals of the United States and others) taking the examinations administered by the Educational Commission for Foreign Medical Graduates received a passing score in the year preceding the year for which a student is seeking a loan under part B of subchapter IV of this chapter; or
(II) The institution has a clinical training program that was approved by a State as of January 1, 1992; or

(ii) In the case of a veterinary school located outside the United States that does not meet the requirements of section 1001(a)(4) of this title, the institution’s students complete their clinical training at an approved veterinary school located in the United States.

(B) Advisory panel

(i) In general. For the purpose of qualifying as an institution under paragraph (1)(C) of this subsection, the Secretary shall establish an advisory panel of medical experts that shall—

(I) Evaluate the standards of accreditation applied to applicant foreign medical schools; and

(II) Determine the comparability of those standards to standards for accreditation applied to United States medical schools.

(ii) Special rule if the accreditation standards described in clause (i) are determined not to be comparable, the foreign medical school shall be required to meet the requirements of section 1001 of this title.

(C) Failure to release information. The failure of an institution outside the United States to provide, release, or authorize release to the Secretary of such information as may be required by subparagraph (A) shall render such institution ineligible for the purpose of part B of subchapter IV of this chapter.

(D) Special rule. If, pursuant to this paragraph, an institution loses eligibility to participate in the programs under subchapter IV of this chapter and part C of subchapter I of chapter 34 of title 42, then a student enrolled at such institution may, notwithstanding such loss of eligibility, continue to be eligible to receive a loan under part B while attending such institution for the academic year succeeding the academic year in which such loss of eligibility occurred.

(3) Limitations based on course of study or enrollment. An institution shall not be considered to meet the definition of an institution of higher education in paragraph (1) if such institution—

(A) Offers more than 50 percent of such institution’s courses by correspondence, unless the institution is an institution that meets the definition in section 2471 (4)(C) of this title;

(B) Enrolls 50 percent or more of the institution’s students in correspondence courses, unless the institution is an institution that meets the definition in such section, except that the Secretary, at the request of such institution, may waive the applicability of
this subparagraph to such institution for good cause, as determined by the Secretary in the case of an institution of higher education that provides a 2-or 4-year program of instruction (or both) for which the institution awards an associate or baccalaureate degree, respectively;

(C) Has a student enrollment in which more than 25 percent of the students are incarcerated, except that the Secretary may waive the limitation contained in this subparagraph for a nonprofit institution that provides a 2-or 4-year program of instruction (or both) for which the institution awards a bachelor’s degree, or an associate’s degree or a postsecondary diploma, respectively; or

(D) Has a student enrollment in which more than 50 percent of the students do not have a secondary school diploma or its recognized equivalent, and does not provide a 2-or 4-year program of instruction (or both) for which the institution awards a bachelor’s degree or an associate’s degree, respectively, except that the Secretary may waive the limitation contained in this subparagraph if a nonprofit institution demonstrates to the satisfaction of the Secretary that the institution exceeds such limitation because the institution serves, through contracts with Federal, State, or local government agencies, significant numbers of students who do not have a secondary school diploma or its recognized equivalent.

(4) Limitations based on management. An institution shall not be considered to meet the definition of an institution of higher education in paragraph (1) if—

(A) The institution, or an affiliate of the institution that has the power, by contract or ownership interest, to direct or cause the direction of the management or policies of the institution, has filed for bankruptcy, except that this paragraph shall not apply to a nonprofit institution, the primary function of which is to provide health care educational services (or an affiliate of such an institution that has the power, by contract or ownership interest, to direct or cause the direction of the institution’s management or policies) that files for bankruptcy under chapter 11 of title 11 between July 1, 1998, and December 1, 1998; or

(B) The institution, the institution’s owner, or the institution’s chief executive officer has been convicted of, or has pled nolo contendere or guilty to, a crime involving the acquisition, use, or expenditure of funds under subchapter IV of this chapter and part C of subchapter I of chapter 34 of title 42, or has been judicially determined to have committed fraud involving funds under subchapter IV of this chapter and part C of subchapter I of chapter 34 of title 42.

(5) Certification. The Secretary shall certify an institution’s qualification as an institution of higher education in accordance with the requirements of subpart 3 of part G of subchapter IV of this chapter.
(6) Loss of eligibility. An institution of higher education shall not be considered to meet the definition of an institution of higher education in paragraph (1) if such institution is removed from eligibility for funds under subchapter IV of this chapter and part C of subchapter I of chapter 34 of title 42 as a result of an action pursuant to part G of subchapter IV of this chapter.

(b) Proprietary institution of higher education
   (1) Principal criteria. For the purpose of this section, the term ‘‘proprietary institution of higher education’’ means a school that—
      (A) Provides an eligible program of training to prepare students for gainful employment in a recognized occupation;
      (B) Meets the requirements of paragraphs (1) and (2) of section 1001 (a) of this title;
      (C) Does not meet the requirement of paragraph (4) of section 1001 (a) of this title;
      (D) Is accredited by a nationally recognized accrediting agency or association recognized by the Secretary pursuant to part G of subchapter IV of this chapter;
      (E) Has been in existence for at least 2 years; and
      (F) Has at least 10 percent of the school’s revenues from sources that are not derived from funds provided under subchapter IV of this chapter and part C of subchapter I of chapter 34 of title 42, as determined in accordance with regulations prescribed by the Secretary.

   (2) Additional institutions. The term ‘‘proprietary institution of higher education’’ also includes a proprietary educational institution in any State that, in lieu of the requirement in paragraph (1) of section 1001 (a) of this title, admits as regular students persons who are beyond the age of compulsory school attendance in the State in which the institution is located.

(c) Postsecondary vocational institution.
   (1) Principal criteria. For the purpose of this section, the term ‘‘postsecondary vocational institution’’ means a school that—
      (A) Provides an eligible program of training to prepare students for gainful employment in a recognized occupation;
      (B) Meets the requirements of paragraphs (1), (2), (4), and (5) of section 1001 (a) of this title; and
      (C) Has been in existence for at least 2 years.

   (2) Additional institutions. The term ‘‘postsecondary vocational institution’’ also includes an educational institution in any State that, in lieu of the requirement in paragraph (1) of section 1001 (a) of this title, admits as regular students persons who are beyond the age of compulsory school attendance in the State in which the institution is located.
Chapter 4
APPLICATIONS, WAITING LIST AND TENANT SELECTION

INTRODUCTION
When a family wishes to receive Section 8 HCV assistance, the family must submit an application that provides DHA with the information needed to determine the family’s eligibility. HUD requires DHA to place all families that apply for assistance on a waiting list. When HCV assistance becomes available, DHA must select families from the waiting list in accordance with HUD requirements and DHA policies as stated in the administrative plan and the annual plan.

DHA is required to adopt a clear approach to accepting applications, placing families on the waiting list, selecting families from the waiting list and must follow this approach consistently. The actual order in which families are selected from the waiting list can be affected if a family has certain characteristics designated by HUD or DHA to receive preferential treatment. Funding earmarked exclusively for families with particular characteristics may also alter the order in which families are served.

HUD regulations require that all families have an equal opportunity to apply for and receive housing assistance, and that DHA affirmatively further fair housing goals in the administration of the program [24 CFR 982.53, HCV GB p. 4-1]. Adherence to the selection policies described in this chapter ensures that DHA will be in compliance with all relevant fair housing requirements, as described in Chapter 2.

This chapter describes HUD and DHA policies for taking applications, managing the waiting list and selecting families for HCV assistance. The policies outlined in this chapter are organized into three sections, as follows:

Part I: The Application Process. This part provides an overview of the application process, and discusses how applicants can obtain and submit applications. It also specifies how DHA will handle the applications it receives.

Part II: Managing the Waiting List. This part presents the policies that govern how DHA’s waiting list is structured, when it is opened and closed, and how the public is notified of the opportunity to apply for assistance. It also discusses the process DHA will use to keep the waiting list current.

Part III: Selection for HCV Assistance. This part describes the policies that guide DHA in selecting families for HCV assistance as such assistance becomes available. It also specifies how in-person interviews will be used to ensure that DHA has the information needed to make a final eligibility determination.

PART I: THE APPLICATION PROCESS

4-I.A. OVERVIEW
This part describes the policies that guide DHA’s efforts to distribute and accept applications, and to make preliminary determinations of applicant family eligibility that affect placement of
the family on the waiting list. This part also describes DHA’s obligation to ensure the accessibility of the application process to elderly persons, people with disabilities, and people with limited English proficiency (LEP).

4-I.B. APPLYING FOR ASSISTANCE [HCV GB, pp. 4-11 – 4-16]

Any family that wishes to receive HCV assistance or to occupy a PBV unit must apply for admission to the program. HUD permits DHA to determine the format and content of HCV applications, as well how such applications will be made available to interested families and how applications will be accepted by DHA. Due to the demand for housing in DHA’s jurisdiction, DHA may take applications on an open enrollment basis, depending on the length of the waiting list. DHA also may choose to use the lottery system for adding only a specific number of applicants to the waiting list.

The application constitutes the basic record of each applicant for admission. Each applicant is required to supply the information requested on the application form and to sign the application certifying the accuracy of the information provided.

Applicants may be advised, that they can be placed on more than one of the DHA’s waiting lists, which serve both the managed housing and the tenant-based HCV programs. If it has been determined that there is a specific need for applicants for a specific program, however, the waiting list may be opened only for applicants to that program. Applications for any special program will only be accepted from those applicants that meet the criteria for the specific targeted population.

The Housing Authority will inform applicants about available preferences when the applicants receive applications and will give applicants an opportunity to show that they qualify for available preferences.

Applicants will be notified of the requirement to submit evidence of citizenship or eligible immigration status. Completed applications will be accepted for all applicants and the Housing Authority will verify the information provided. In the case of a lottery, pre-applications will be received and only a specific number selected at random for addition to the waiting list.

The completed application will be dated and time stamped upon its return to the Housing Authority. In the case of a lottery, the order in which the applicants are randomly selected will be used in lieu of the date and time stamp.

Persons with disabilities who require a reasonable accommodation in completing an application may call the Housing Authority to make special arrangements. The Housing Authority uses either its TDD or the North Carolina relay system for individuals who are hearing impaired. The application process involves two phases. The first phase involves placement of the family on the waiting list. This process requires the family to declare any preferences to which they may be entitled and the family’s income.

DHA Policy

Depending upon the length of time that applicants may need to wait to receive assistance, DHA may use a one- or two-step application process.
A one-step process will be used when it is expected that a family will be selected from the waiting list within 60 days of the date of application. At application, the family must provide all of the information necessary to establish family eligibility and level of assistance.

A two-step process will be used when it is expected that a family will not be selected from the waiting list for at least 60 days from the date of application. Under the two-step application process, DHA initially will require families to provide only the information needed to make an initial assessment of the family’s eligibility, and to determine the family’s placement on the waiting list. The family will be required to provide all of the information necessary to establish family eligibility and level of assistance when the family is selected from the waiting list.

Completed applications must be returned to DHA by mail. Applications must be complete in order to be accepted by DHA for processing. If an application is incomplete, DHA will notify the family of the additional information required.

4-I.C. ACCESSIBILITY OF THE APPLICATION PROCESS

Elderly and Disabled Populations [24 CFR 8 and HCV GB, pp. 4-11 – 4-13]

DHA must take a variety of steps to ensure that the application process is accessible to those people who might have difficulty complying with the normal, standard DHA application process. This could include people with disabilities, certain elderly individuals, as well as persons with limited English proficiency (LEP). DHA must provide reasonable accommodation to the needs of individuals with disabilities. The application-taking facility and the application process must be fully accessible, or DHA must provide an alternate approach that provides full access to the application process. Chapter 2 provides a full discussion of DHA’s policies related to providing reasonable accommodations for people with disabilities.

Limited English Proficiency

PHAs are required to take reasonable steps to ensure meaningful access to their programs and activities by persons with limited English proficiency [24 CFR 1]. Chapter 2 provides a full discussion on DHA’s policies related to ensuring access to people with limited English proficiency (LEP).

4-I.D. PLACEMENT ON THE WAITING LIST

DHA must review each complete application received and make a preliminary assessment of the family’s eligibility. DHA must accept applications from families for whom the list is open unless there is good cause for not accepting the application (such as denial of assistance) for the grounds stated in the regulations [24 CFR 982.206(b)(2)]. Where the family is determined to be ineligible, DHA must notify the family in writing [24 CFR 982.201(f)]. Where the family is not determined to be ineligible, the family will be placed on a waiting list of applicants.
No applicant has a right or entitlement to be listed on the waiting list, or to any particular position on the waiting list [24 CFR 982.202(c)].

Ineligible for Placement on the Waiting List

DHA Policy

If DHA can determine from the information provided that a family is ineligible, the family will not be placed on the waiting list. Where a family is determined to be ineligible, DHA will send written notification of the ineligibility determination within 10 business days of receiving a complete application. The notice will specify the reasons for ineligibility, and will inform the family of its right to request an informal review and explain the process for doing so (see Chapter 16).

Eligible for Placement on the Waiting List

DHA Policy

DHA will send written notification of the preliminary eligibility determination within 10 business days of receiving a complete application.

Placement on the waiting list does not indicate that the family is, in fact, eligible for assistance. A final determination of eligibility will be made when the family is selected from the waiting list.

Applicants will be placed on the waiting list according to any preference(s) for which they qualify, and the date and time their complete application is received by DHA.

PART II: MANAGING THE WAITING LIST

4-II.A. OVERVIEW

DHA must have policies regarding various aspects of organizing and managing the waiting list of applicant families. This includes opening the list to new applicants, closing the list to new applicants, notifying the public of waiting list openings and closings, updating waiting list information, purging the list of families that are no longer interested in or eligible for assistance, as well as conducting outreach to ensure a sufficient number of applicants.

In addition, HUD imposes requirements on how a DHA may structure its waiting list and how families must be treated if they apply for assistance from a DHA that administers more than one assisted housing program.

4-II.B. ORGANIZATION OF THE WAITING LIST [24 CFR 982.204 and 205]

DHA’s HCV waiting list must be organized in such a manner to allow DHA to accurately identify and select families for assistance in the proper order, according to the admissions policies described in this plan.

The waiting list must contain the following information for each applicant listed:

- Applicant name;
- Family unit size;
• Date and time of application;
• Qualification for any local preference;
• Racial or ethnic designation of the head of household.

HUD requires DHA to maintain a single waiting list for the HCV program unless it serves more than one county or municipality. Such PHAs are permitted, but not required, to maintain a separate waiting list for each county or municipality served.

**DHA Policy**

**DHA will maintain a single waiting list for the HCV program.**

HUD directs that a family that applies for assistance from the HCV program must be offered the opportunity to be placed on the waiting list for any public housing, project-based voucher or moderate rehabilitation program DHA operates if 1) the other programs’ waiting lists are open, and 2) the family is qualified for the other programs.

HUD permits, but does not require, that DHA maintain a single merged waiting list for their public housing, Section 8, and other subsidized housing programs.

A family’s decision to apply for, receive, or refuse other housing assistance must not affect the family’s placement on the HCV waiting list, or any preferences for which the family may qualify.

**DHA Policy**

**DHA will not merge the HCV waiting list with the waiting list for any other program DHA operates.**

### 4-II.C. OPENING AND CLOSING THE WAITING LIST [24 CFR 982.206]

**Closing the Waiting List**

A DHA is permitted to close the waiting list if it has an adequate pool of families to use its available HCV assistance. Alternatively, DHA may elect to continue to accept applications only from certain categories of families that meet particular preferences or funding criteria.

**DHA Policy**

**DHA will close the waiting list when the estimated waiting period for housing assistance for applicants on the list reaches 24 months for the most current applicants. Where DHA has particular preferences or funding criteria that require a specific category of family, DHA may elect to continue to accept applications from these applicants while closing the waiting list to others.**

**Reopening the Waiting List**

If the waiting list has been closed, it cannot be reopened until DHA publishes a notice in local newspapers of general circulation, minority media, and other suitable media outlets. The notice must comply with HUD fair housing requirements and must specify who may apply, and where and when applications will be received.
DHA Policy
DHA will announce the reopening of the waiting list at least 10 business days prior to the date applications will first be accepted. If the list is only being reopened for certain categories of families, this information will be contained in the notice.

DHA will give public notice by publishing the relevant information in suitable media outlets including, but not limited to:

- The Durham Herald Sun  or
- The News & Observer

4-II.D. FAMILY OUTREACH [HCV GB, pp. 4-2 to 4-4]
DHA must conduct outreach as necessary to ensure that DHA has a sufficient number of applicants on the waiting list to use the HCV resources it has been allotted.

Because HUD requires DHA to serve a specified percentage of extremely low income families (see Chapter 4, Part III), DHA may need to conduct special outreach to ensure that an adequate number of such families apply for assistance [HCV GB, p. 4-20 to 4-21].

DHA outreach efforts must comply with fair housing requirements. This includes:

- Analyzing the housing market area and the populations currently being served to identify underserved populations
- Ensuring that outreach efforts are targeted to media outlets that reach eligible populations that are underrepresented in the program
- Avoiding outreach efforts that prefer or exclude people who are members of a protected class

DHA outreach efforts must be designed to inform qualified families about the availability of assistance under the program. These efforts may include, as needed, any of the following activities:

- Submitting press releases to local newspapers, including minority newspapers
- Developing informational materials and flyers to distribute to other agencies
- Providing application forms to other public and private agencies that serve the low income population
- Developing partnerships with other organizations that serve similar populations, including agencies that provide services for persons with disabilities

DHA Policy
DHA will monitor the characteristics of the population being served and the characteristics of the population as a whole in DHA’s jurisdiction. Targeted outreach efforts will be undertaken if a comparison suggests that certain populations are being underserved.
4-II.E. REPORTING CHANGES IN FAMILY CIRCUMSTANCES

DHA Policy

While the family is on the waiting list, the family must immediately inform DHA of changes in contact information, including current residence, mailing address, and phone number. The changes must be submitted in writing.

4-II.F. UPDATING THE WAITING LIST [24 CFR 982.204]

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

Purging the Waiting List

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

DHA Policy

The waiting list will be updated annually to ensure that all applicants and applicant information is current and timely.

To update the waiting list, DHA will send an update request via first class mail to each family on the waiting list to determine whether the family continues to be interested in, and to qualify for, the program. This update request will be sent to the last address that DHA has on record for the family. The update request will provide a deadline by which the family must respond and will state that failure to respond will result in the applicant’s name being removed from the waiting list.

The family’s response must be in writing and may be delivered in person, by mail, or by email. Responses should be postmarked or received by DHA not later than 15 business days from the date of DHA letter.

If the family fails to respond within 15 business days, the family will be removed from the waiting list without further notice.

If the notice is returned by the post office with no forwarding address, the applicant will be removed from the waiting list without further notice.

If the notice is returned by the post office with a forwarding address, the notice will be re-sent to the address indicated. The family will have 15 business days to respond from the date the letter was re-sent.

If a family is removed from the waiting list for failure to respond, the HCV Program Director may reinstate the family if s/he determines the lack of response was due to DHA error, or to circumstances beyond the family’s control.
Removal from the Waiting List

DHA Policy

If at any time an applicant family is on the waiting list, DHA determines that the family is not eligible for assistance (see Chapter 3), the family will be removed from the waiting list.

If a family is removed from the waiting list because DHA has determined the family is not eligible for assistance, a notice will be sent to the family’s address of record as well as to any alternate address provided on the initial application. The notice will state the reasons the family was removed from the waiting list and will inform the family how to request an informal review regarding DHA’s decision (see Chapter 16) [24 CFR 982.201(f)].

PART III: SELECTION FOR HCV ASSISTANCE

4-III.A. OVERVIEW

As vouchers become available, families on the waiting list must be selected for assistance in accordance with the policies described in this part.

The order in which families receive assistance from the waiting list depends on the selection method chosen by DHA and is impacted in part by any selection preferences that the family qualifies for. The source of HCV funding also may affect the order in which families are selected from the waiting list.

DHA must maintain a clear record of all information required to verify that the family is selected from the waiting list according to DHA’s selection policies [24 CFR 982.204(b) and 982.207(e)].

4-III.B. SELECTION AND HCV FUNDING SOURCES

Special Admissions [24 CFR 982.203]

HUD may award funding for specifically-named families living in specified types of units (e.g., a family that is displaced by demolition of public housing; a non-purchasing family residing in a HOPE 1 or 2 projects). In these cases, DHA may admit families that are not on the waiting list, or without considering the family’s position on the waiting list. DHA must maintain records showing that such families were admitted with special program funding.

Targeted Funding [24 CFR 982.204(e)]

HUD may award a PHA funding for a specified category of families on the waiting list. DHA must use this funding only to assist the families within the specified category. Within this category of families, the order in which such families are assisted is determined according to the policies provided in Section 4-III.C.

DHA Policy

DHA currently administers targeted funding to the Shelter Plus Care Program, in conjunction with the Durham Center.
Regular HCV Funding

Regular HCV funding may be used to assist any eligible family on the waiting list. Families are selected from the waiting list according to the policies provided in Section 4-III.C.

4-III.C. SELECTION METHOD

DHA must describe the method for selecting applicant families from the waiting list, including the system of admission preferences that DHA will use [24 CFR 982.202(d)].

Local Preferences [24 CFR 982.207; HCV p. 4-16]

PHAs are permitted to establish local preferences, and to give priority to serving families that meet those criteria. HUD specifically authorizes and places restrictions on certain types of local preferences. HUD also permits DHA to establish other local preferences, at its discretion. Any local preferences established must be consistent with DHA plan and the consolidated plan, and must be based on local housing needs and priorities that can be documented by generally accepted data sources.

DHA Policy

DHA will offer a preference to any family that has been terminated from its HCV program due to insufficient program funding.

Income Targeting Requirement [24 CFR 982.201(b)(2)]

HUD requires that extremely low-income (ELI) families make up at least 75% of the families admitted to the HCV program during DHA’s fiscal year. ELI families are those with annual incomes at or below 30% of the area median income. To ensure this requirement is met, a DHA may skip non-ELI families on the waiting list in order to select an ELI family.

Low income families admitted to the program that are “continuously assisted” under the 1937 Housing Act [24 CFR 982.4(b)], as well as low-income or moderate-income families admitted to the program that are displaced as a result of the prepayment of the mortgage or voluntary termination of an insurance contract on eligible low-income housing, are not counted for income targeting purposes [24 CFR 982.201(b)(2)(v)].

DHA Policy

DHA will monitor progress in meeting the ELI requirement throughout the fiscal year. Extremely low-income families will be selected ahead of other eligible families on an as-needed basis to ensure the income targeting requirement is met.

Order of Selection

DHA system of preferences may select families either according to the date and time of application, or by a random selection process [24 CFR 982.207(c)]. When selecting families from the waiting list PHAs are required to use targeted funding to assist only those families who meet the specified criteria, and PHAs are not permitted to skip down the waiting list to a family.
that it can afford to subsidize when there are not sufficient funds to subsidize the family at the top of the waiting list [24 CFR 982.204(d) and (e)].

Local Preferences and Point Values

HUD allows housing authorities to establish local preferences, and the DHA has established local preferences, that give priority to serving families that meet those criteria. All local preferences are consistent with the DHA plan and the consolidated plan, and are based on local housing needs and priorities that are documented by generally accepted data sources. The DHA has established local preferences for the HCV Program, the PBV Program at the Life House (LHD) Property, and the PBV Program at all other sites.

DHA Policy

Families will be selected from the waiting list based on the targeted funding or selection preference(s) for which they qualify, and in accordance with DHA’s hierarchy of preferences, if applicable. Within each targeted funding or preference category, families will be selected on a first-come, first-served basis according to the date and time their complete application is received by DHA. Documentation will be maintained by DHA as to whether families on the list qualify for and are interested in targeted funding. If a higher placed family on the waiting list is not qualified or not interested in targeted funding, there will be a notation maintained so that DHA does not have to ask higher placed families each time targeted selections are made. However, local preferences will be ranked as such:

- 1) Displacement Preference, Homeless Veterans Preference, HCV Program Termination Preference (4 pts./each)
- 2) Elderly / Disabled (3 pts.)
- 3) Working, Educational / Training Participants, Rent Burden (2 pts./each)
- 4) Date and Time Preference (1 pt.)
- 5) In Place – eligible applicants who reside in units at the time of the PBV property owner’s proposal selection date for Project-based assistance (5 points)

Verification of Waiting List Preferences

Displacement: Preference will be given to applicants that are displaced from an urban renewal area, as a result of a governmental action, or as a result of a major disaster.

HCV Program Termination: HCV participants who have been terminated due to over leasing or lack of federal funding. At the time a participant is terminated due to over leasing or lack of federal funding, that person’s name will automatically be placed on the waiting list and given the appropriate preference.

Preference points are aggregated to produce the total preference points for each applicant. Applicants with the same total preference points will then be sorted by the method in which they

Page 4-10
were selected to be placed on the waiting list (i.e., date and time of application or order of random selection).

**In Place:** Eligible residents who reside in units at the time of the PBV property owner’s proposal selection date for Project-based assistance.

**Working Preference:** This preference is available for families with at least one member who has been continuously employed for at least 6 months, and who is employed at least 20 hours per week or to families whose head and spouse, or sole member is elderly or disabled.

DHA will require a statement from the employer, or verification of the age or disability status of the head and spouse, or sole member.

**Educational/Training Preference:** This preference is available for families who head and/or spouse/co-head, with adult member(s) who are graduates of or participants in educational or training programs designed to prepare the individual for the job market.

DHA will require a statement from the agency or institution providing the education or training.

**Rent Burden:** Paying more than 50% 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 or rental receipts/ the lease/ canceled checks/ money orders.

DHA may contact the landlord directly by mail or telephone.

In cases where the family pays rent to a co- renter or sublets the unit, DHA will require 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, DHA will require documentation for six months.

If there is no lease or occupancy agreement and the family is receiving public assistance, DHA 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, DHA 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, DHA can use either the actual cost of utilities or DHA’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 months
Documentation of the amount of rent due must be provided for a period of six months

**Homeless Veterans Preference:** This preference is available to a person who served in the active military, naval, or air service and who was discharged or released from such service under conditions other than dishonorable.

In order to qualify for this preference, the applicant must meet HUD’s definition of homelessness according to one of the following categories:

- Streets or other place not fit for human habitation (i.e. park, abandoned car, homeless encampment). Documentation required: Letter from any service provider or law enforcement agency on agency letterhead describing applicant’s current living situation.
- Emergency Shelter. Documentation required: Confirmation letter on letterhead from shelter staff.
- Graduating from a residential treatment program with no other resources to obtain housing. Documentation required: Confirmation letter on program letterhead with date of entry and verifying that applicant currently resides there and has no housing available upon discharge.
- Leaving a transitional housing program specifically designed for homeless individuals and upon leaving has no resources to obtain housing. Documentation required: Confirmation letter on transitional program letterhead with date of entry and verifying that applicant currently resides there and has no housing available upon discharge.
- Being discharged from a hospital and hospitalized for less than 30 days following residence on the streets or in emergency shelters. Upon leaving, individual has no resources and support network to obtain housing. Documentation required: Confirmation letter from hospital staff.
- Institution in which the applicant has resided for more than 30 days (i.e. IMD’s) with discharge pending within one week. Upon release, no subsequent residence having been identified and lacking the resources and support networks to obtain housing. A referral from a clinician or letter from the institution on letterhead describing circumstances or residence, date(s) of entry and exit.

**4-III.D. NOTIFICATION OF SELECTION**

When a family has been selected from the waiting list, DHA must notify the family.

**DHA Policy**

DHA will notify the family by first class mail when it is selected from the waiting list. The notice will inform the family of the following:
Date, time, and location of the scheduled application interview, including any procedures for rescheduling the interview

Who is required to attend the interview

Documents that must be provided at the interview to document the legal identity of household members, including information about what constitutes acceptable documentation

Other documents and information that should be brought to the interview

If a notification letter is returned to DHA with no forwarding address, the family will be removed from the waiting list. A notice of denial (see Chapter 3) will be sent to the family’s address of record, as well as to any known alternate address.

4-III.E. THE APPLICATION INTERVIEW

HUD recommends that DHA obtain the information and documentation needed to make an eligibility determination through a private interview [HCV GB, pg. 4-16]. Being invited to attend an interview does not constitute admission to the program.

Reasonable accommodation must be made for persons with disabilities who are unable to attend an interview due to their disability.

DHA Policy

Families selected from the waiting list are required to participate in an eligibility interview.

The head of household and the spouse/cohead will be strongly encouraged to attend the interview together. However, either the head of household or the spouse/cohead may attend the interview on behalf of the family. Verification of information pertaining to adult members of the household not present at the interview will not begin until signed release forms are returned to DHA.

The interview will be conducted only if the head of household or spouse/cohead provides appropriate documentation of legal identity. (Chapter 7 provides a discussion of proper documentation of legal identity). If the family representative does not provide the required documentation, the appointment may be rescheduled when the proper documents have been obtained.

The family must provide the information necessary to establish the family’s eligibility and determine the appropriate level of assistance, as well as completing required forms, providing required signatures, and submitting required documentation. If any materials are missing, DHA will provide the family with a written list of items that must be submitted.

Any required documents or information that the family is unable to provide at the interview must be provided within 10 business days of the interview (Chapter 7 provides details about longer submission deadlines for particular items, including documentation...
of Social Security numbers and eligible non-citizen status). If the family is unable to obtain the information or materials within the required time frame, the family may request an extension. If the required documents and information are not provided within the required time frame (plus any extensions), the family will be sent a notice of denial (See Chapter 3).

An advocate, interpreter, or other assistant may assist the family with the application and the interview process.

Interviews will be conducted in English. For limited English proficient (LEP) applicants, DHA will provide translation services in accordance with DHA’s LEP plan.

If the family is unable to attend a scheduled interview, the family should contact DHA in advance of the interview to schedule a new appointment. In all circumstances, if a family does not attend a scheduled interview, DHA will send another notification letter with a new interview appointment time. Applicants who fail to attend two scheduled interviews without DHA approval will be denied assistance based on the family’s failure to supply information needed to determine eligibility. A notice of denial will be issued in accordance with policies contained in Chapter 3.

4-III.F. COMPLETING THE APPLICATION PROCESS

DHA must verify all information provided by the family (see Chapter 7). Based on verified information, DHA must make a final determination of eligibility (see Chapter 3) and must confirm that the family qualified for any special admission, targeted admission, or selection preference that affected the order in which the family was selected from the waiting list.

DHA Policy

If DHA determines that the family is ineligible, DHA will send written notification of the ineligibility determination within 10 business days of the determination. The notice will specify the reasons for ineligibility, and will inform the family of its right to request an informal review (Chapter 16).

If a family fails to qualify for any criteria that affected the order in which it was selected from the waiting list (e.g. targeted funding, extremely low-income), the family will be returned to its original position on the waiting list. DHA will notify the family in writing that it has been returned to the waiting list, and will specify the reasons for it.

If DHA determines that the family is eligible to receive assistance, DHA will invite the family to attend a briefing in accordance with the policies in Chapter 5.
Chapter 5

BRIEFINGS AND VOUCHER ISSUANCE

INTRODUCTION

This chapter explains the briefing and voucher issuance process. When a family is determined to be eligible for the Housing Choice Voucher (HCV) program, DHA must ensure that the family fully understands the way the program operates and the family’s obligations under the program. This is accomplished through both an oral briefing and provision of a briefing packet containing written documentation of information the family needs to know. Once the family is fully informed of the program’s requirements, DHA issues the family a voucher. The voucher includes the unit size the family qualifies for based on DHA’s subsidy standards, as well as the dates of issuance and expiration of the voucher. The voucher is the document that permits the family to begin its search for a unit, and limits the amount of time the family has to successfully locate an acceptable unit.

This chapter describes HUD regulations and DHA policies related to these topics in two parts:

Part I: Briefings and Family Obligations. This part details the program’s requirements for briefing families orally, and for providing written materials describing the program and its requirements. It includes a particular focus on the family’s obligations under the program.

Part II: Subsidy Standards and Voucher Issuance. This part discusses DHA’s standards for determining how many bedrooms a family of a given composition qualifies for, which in turn affects the amount of subsidy the family can receive. It also discusses the policies that dictate how vouchers are issued, and how long families have to locate a unit.

PART I: BRIEFINGS AND FAMILY OBLIGATIONS

5-I.A. OVERVIEW

HUD regulations require DHA to conduct mandatory briefings for applicant families. The briefing provides a broad description of owner and family responsibilities, explains DHA’s procedures, and includes instructions on how to lease a unit. This part describes how oral briefings will be conducted, specifies what written information will be provided to families, and lists the family’s obligations under the program.

5-I.B. BRIEFING [24 CFR 982.301]

DHA must give the family an oral briefing and provide the family with a briefing packet containing written information about the program. Families may be briefed individually or in groups. At the briefing, DHA must ensure effective communication in accordance with Section 504 requirements (Section 504 of the Rehabilitation Act of 1973), and ensure that the briefing site is accessible to individuals with disabilities. For a more thorough discussion of accessibility requirements, refer to Chapter 2.
**DHA Policy**
Briefings will be conducted in group meetings.

Generally, the head of household is required to attend the briefing. If the head of household is unable to attend, DHA may approve another adult family member to attend the briefing.

Families that attend group briefings and still need individual assistance will be referred to an appropriate DHA staff person.

Briefings will be conducted in English. For limited English proficient (LEP) applicants, DHA will provide translation services in accordance with DHA’s LEP plan (See Chapter 2).

**Notification and Attendance**

**DHA Policy**
Families will be notified of their eligibility for assistance at the time they are invited to attend a briefing. The notice will identify who is required to attend the briefing, as well as the date and time of the scheduled briefing.

If the notice is returned by the post office with no forwarding address, the applicant will be denied and their name will not be placed back on the waiting list. If the notice is returned by the post office with a forwarding address, the notice will be re-sent to the address indicated.

Applicants who fail to attend a scheduled briefing will automatically be scheduled for another briefing. DHA will notify the family of the date and time of the second scheduled briefing. Applicants who fail to attend two scheduled briefings, without DHA approval, will be denied assistance (see Chapter 3).

**Oral Briefing [24 CFR 982.301(a)]**
Each briefing must provide information on the following subjects:

- How the Housing Choice Voucher program works;
- Family and owner responsibilities;
- Where the family can lease a unit, including renting a unit inside or outside DHA’s jurisdiction;
- For families eligible under portability, an explanation of portability. DHA cannot discourage eligible families from moving under portability;
- For families living in high-poverty census tracts, an explanation of the advantages of moving to areas outside of high-poverty concentrations; and
For families receiving welfare-to-work vouchers, a description of any local obligations of a welfare-to-work family and an explanation that failure to meet the obligations is grounds for denial of admission or termination of assistance.

DHA Policy

When DHA-owned units are available for lease, DHA will inform the family during the oral briefing that the family has the right to select any eligible unit available for lease, and is not obligated to choose a DHA-owned unit.

Briefing Packet [24 CFR 982.301(b)]

Documents and information provided in the briefing packet must include the following:

- The term of the voucher, and DHA’s policies on any extensions or suspensions of the term. If DHA allows extensions, the packet must explain how the family can request an extension.

- A description of the method used to calculate the housing assistance payment for a family, including how DHA determines the payment standard for a family, how DHA determines total tenant payment for a family, and information on the payment standard and utility allowance schedule.

- An explanation of how DHA determines the maximum allowable rent for an assisted unit.

- Where the family may lease a unit. For a family that qualifies to lease a unit outside DHA 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 DHA policy on providing information about families to prospective owners.

- DHA subsidy standards including when and how exceptions are made.

- The HUD brochure on how to select a unit.

- 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.

- A list of landlords or other parties willing to lease to assisted families or help families find units, especially outside areas of poverty or minority concentration.

- Notice that if the family includes a person with disabilities, the family may request a list of available accessible units known to DHA.
• The family obligations under the program, including any obligations of a welfare-to-work family.

• The grounds on which DHA may terminate assistance for a participant family because of family action or failure to act.

• DHA informal hearing procedures including when DHA is required to offer a participant family the opportunity for an informal hearing, and how to request the hearing.

If DHA is located in a metropolitan FMR area, the following additional information must be included in the briefing packet in order to receive full points under SEMAP Indicator 7, Expanding Housing Opportunities [24 CFR 985.3(g)].

• Maps showing areas with housing opportunities outside areas of poverty or minority concentration, both within its jurisdiction and its neighboring jurisdiction.

• Information about the characteristics of these areas including job opportunities, schools, transportation and other services.

• An explanation of how portability works, including a list of portability contact persons for neighboring PHAs including names, addresses, and telephone numbers.

Additional Items to be Included in the Briefing Packet
In addition to items required by the regulations, PHAs may wish to include supplemental materials to help explain the program to both participants and owners [HCV GB p. 8-7].

DHA Policy
DHA will provide the following additional materials in the briefing packet:

When DHA-owned units are available for lease, a written statement that the family has the right to select any eligible unit available for lease, and is not obligated to choose a DHA-owned unit.

Information on how to fill out and file a housing discrimination complaint form.

The publication Things You Should Know (HUD-1140-OIG) that explains the types of actions a family must avoid and the penalties for program abuse.

5-I.C. FAMILY OBLIGATIONS
Obligations of the family are described in the housing choice voucher (HCV) regulations and on the voucher itself. These obligations include responsibilities the family is required to fulfill, as well as prohibited actions. DHA must inform families of these obligations during the oral briefing, and the same information must be included in the briefing packet. When the family’s unit is approved and the HAP contract is executed, the family must meet those obligations in order to continue participating in the program. Violation of any family obligation may result in termination of assistance, as described in Chapter 12.
Time Frames for Reporting Changes Required By Family Obligations

**DHA Policy**
Unless otherwise noted below, when family obligations require the family to respond to a request or notify DHA of a change, notifying DHA of the request or change within 10 business days is considered prompt notice.
When a family is required to provide notice to DHA, the notice must be in writing.

### Family Obligations [24 CFR 982.551]
Following is a listing of a participant family’s obligations under the HCV program:

- The family must supply any information that DHA or HUD determines to be necessary, including submission of required evidence of citizenship or eligible immigration status.
- The family must supply any information requested by DHA or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition.
- The family must disclose and verify social security numbers and sign and submit consent forms for obtaining information.
- Any information supplied by the family must be true and complete.
- The family is responsible for any Housing Quality Standards (HQS) breach by the family caused by failure to pay tenant-provided utilities or appliances, or damages to the dwelling unit or premises beyond normal wear and tear caused by any member of the household or guest.

**DHA Policy**
Damages beyond normal wear and tear will be considered to be damages which could be assessed against the security deposit.

- The family must allow DHA to inspect the unit at reasonable times and after reasonable notice, as described in Chapter 8 of this plan.
- The family must not commit any serious or repeated violation of the lease.

**DHA Policy**
DHA will determine if a family has committed serious or repeated violations of the lease based on available evidence, including but not limited to, a court-ordered eviction, or an owner’s notice to evict.

Serious and repeated lease violations will include, but not be limited to, nonpayment of rent, disturbance of neighbors, destruction of property, or living or housekeeping habits that cause damage to the unit or premises and criminal activity. Generally, the criteria to be used is whether the reason for the eviction was through no fault of the tenant or guests.
• The family must notify DHA and the owner before moving out of the unit or terminating the lease.

**DHA Policy**
The family must comply with lease requirements regarding written notice to the owner. The family must provide written notice to DHA at the same time the owner is notified.

• The family must promptly give DHA 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 DHA. The family must promptly notify DHA in writing of the birth, adoption, or court-awarded custody of a child. The family must request DHA approval to add any other family member as an occupant of the unit.

**DHA Policy**
The request to add a family member must be submitted in writing and approved prior to the person moving into the unit. DHA will determine eligibility of the new member in accordance with the policies in Chapter 3.

• The family must promptly notify DHA in writing if any family member no longer lives in the unit.

If DHA has given approval, a foster child or a live-in aide may reside in the unit. DHA has the discretion to adopt reasonable policies concerning residency by a foster child or a live-in aide, and to define when DHA consent may be given or denied. For policies related to the request and approval/disapproval of foster children, foster adults, and live-in aides, see Chapter 3 (Sections I.K and I.M), and Chapter 11 (Section II.B).

• The family must not sublease the unit, assign the lease, or transfer the unit.

**DHA Policy**
Subleasing includes receiving payment to cover rent and utility costs by a person living in the unit who is not listed as a family member.

• The family must supply any information requested by DHA to verify that the family is living in the unit or information related to family absence from the unit.

The family must promptly notify DHA when the family is absent from the unit.

**DHA Policy**
Notice is required under this provision only when all family members will be absent from the unit for an extended period. An extended period is defined as any period greater than
30 calendar days. Written notice must be provided to DHA at the start of the extended absence.

- The family must pay utility bills and provide and maintain any appliances that the owner is not required to provide under the lease [Form HUD-52646, Voucher].
- The family must not own or have any interest in the unit, (other than in a cooperative and owners of a manufactured home leasing a manufactured home space).
- Family members must not commit fraud, bribery, or any other corrupt or criminal act in connection with the program. (See Chapter 14, Program Integrity for additional information). Family members must not engage in drug-related criminal activity or violent 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 Chapter 12 for HUD and DHA policies related to drug-related and violent criminal activity.
- Members of the household must not engage in abuse of alcohol in a way that threatens the health, safety or right to peaceful enjoyment of the other residents and persons residing in the immediate vicinity of the premises. See Chapter 12 for a discussion of HUD and DHA policies related to alcohol abuse.
- An assisted family or member of the family must not receive HCV program assistance while receiving another housing subsidy, for the same unit or a different unit under any other federal, state or local housing assistance program.
- A family must not receive HCV program assistance while residing in a unit owned by a parent, child, grandparent, grandchild, sister or brother of any member of the family, unless DHA has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities. [Form HUD-52646, Voucher]

PART II: SUBSIDY STANDARDS AND VOUCHER ISSUANCE

5-II.A. OVERVIEW
DHA must establish subsidy standards that determine the number of bedrooms needed for families of different sizes and compositions. This part presents the policies that will be used to determine the family unit size (also known as the voucher size) a particular family should receive, and the policies that govern making exceptions to those standards. DHA also must establish policies related to the issuance of the voucher, to the voucher term, and to any extensions or suspensions of that term.
5-II.B. DETERMINING FAMILY UNIT (VOUCHER) SIZE [24 CFR 982.402]
For each family, DHA determines the appropriate number of bedrooms under DHA subsidy standards and enters the family unit size on the voucher that is issued to the family. The family unit size does not dictate the size of unit the family must actually lease, nor does it determine who within a household will share a bedroom/sleeping room.

The following requirements apply when DHA determines family unit size:

- The subsidy standards must provide for the smallest number of bedrooms needed to house a family without overcrowding.
- The subsidy standards must be consistent with space requirements under the housing quality standards.
- The subsidy standards must be applied consistently for all families of like size and composition.
- A child who is temporarily away from the home because of placement in foster care is considered a member of the family in determining the family unit size.
- A family that consists of a pregnant woman (with no other persons) must be treated as a two-person family.
- Any live-in aide (approved by DHA to reside in the unit to care for a family member who is disabled or is at least 50 years of age) must be counted in determining the family unit size;
- Unless a live-in-aide resides with a family, the family unit size for any family consisting of a single person must be either a zero- or one-bedroom unit, as determined under DHA subsidy standards.

DHA Policy
DHA will assign one bedroom for each two persons within the household, except in the following circumstances:

- Persons of the opposite sex (other than spouses, and children under age 3) will be allocated separate bedrooms.
- Live-in aides will be allocated a separate bedroom.
- Single person families will be allocated one bedroom.
- Persons of the same sex that have an age difference of 2 generations will be allocated separate bedrooms.
- Same sex adult household members of different generations will be allocated separate bedrooms.
DHA will reference the following chart in determining the appropriate voucher size for a family:

<table>
<thead>
<tr>
<th>Voucher Size</th>
<th>Persons in Household</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Bedroom</td>
<td>1-2</td>
</tr>
<tr>
<td>2 Bedrooms</td>
<td>2-4</td>
</tr>
<tr>
<td>3 Bedrooms</td>
<td>3-6</td>
</tr>
<tr>
<td>4 Bedrooms</td>
<td>4-8</td>
</tr>
<tr>
<td>5 Bedrooms</td>
<td>6-10</td>
</tr>
</tbody>
</table>

**5-II.C. EXCEPTIONS TO SUBSIDY STANDARDS**

In determining family unit size for a particular family, DHA may grant an exception to its established subsidy standards if DHA determines that the exception is justified by the age, sex, health, handicap, or relationship of family members or other personal circumstances [24 CFR 982.402(b)(8)]. Reasons may include, but are not limited to:

- A need for an additional bedroom for medical equipment
- A need for a separate bedroom for reasons related to a family member’s disability, medical or health condition

For a single person who is not elderly, disabled, or a remaining family member, an exception cannot override the regulatory limit of a zero or one bedroom [24 CFR 982.402(b)(8)].

**DHA Policy**

DHA will consider granting an exception for any of the reasons specified in the regulation: the age, sex, health, handicap, or relationship of family members or other personal circumstances.

The family must request any exception to the subsidy standards in writing. The request must explain the need or justification for a larger family unit size, and must include appropriate documentation. Requests based on health-related reasons must be verified by a knowledgeable professional source (e.g., doctor or health professional), unless the disability and the disability–related request for accommodation is readily apparent or otherwise known. The family’s continued need for an additional bedroom due to special medical equipment must be re-verified at annual reexamination.

DHA will notify the family of its determination within 10 business days of receiving the family’s request. If a participant family’s request is denied, the notice will inform the family of their right to request an informal hearing.
5-II.D. VOUCHER ISSUANCE [24 CFR 982.302]

When a family is selected from the waiting list (or as a special admission as described in Chapter 4), or when a participant family wants to move to another unit, DHA issues a Housing Choice Voucher, form HUD-52646. This chapter deals only with voucher issuance for applicants. For voucher issuance associated with moves of program participants, please refer to Chapter 10.

The voucher is the family’s authorization to search for housing. It specifies the unit size for which the family qualifies, and includes both the date of voucher issuance and date of expiration. It contains a brief description of how the program works and explains the family obligations under the program. The voucher is evidence that DHA has determined the family to be eligible for the program, and that DHA expects to have money available to subsidize the family if the family finds an approvable unit. However, DHA does not have any liability to any party by the issuance of the voucher, and the voucher does not give the family any right to participate in DHA’s housing choice voucher program [Voucher, form HUD-52646]

A voucher can be issued to an applicant family only after DHA has determined that the family is eligible for the program based on information received within the 60 days prior to issuance [24 CFR 982.201(e)] and after the family has attended an oral briefing [HCV 8-1].

**DHA Policy**

Vouchers will be issued to eligible applicants immediately following the mandatory briefing.

DHA should have sufficient funds to house an applicant before issuing a voucher. If funds are insufficient to house the family at the top of the waiting list, DHA must wait until it has adequate funds before it calls another family from the list [HCV GB p. 8-10].

**DHA Policy**

Prior to issuing any vouchers, DHA will determine whether it has sufficient funding in accordance with the policies in Part VIII of Chapter 16.

If DHA determines that there is insufficient funding after a voucher has been issued, DHA may rescind the voucher and place the affected family back on the waiting list.

**Voucher Rescission**

If, due to budgetary constraints, the DHA must rescind vouchers that have already been issued to families, the DHA will do so according to the instructions under each of the categories below. The DHA will first rescind vouchers that fall under Category 1. Vouchers in Category 2 will only be rescinded after all vouchers under Category 1 have been rescinded.

**Category 1:** Vouchers issued to new admissions to the HCV program for which a Request for Tenancy Approval (RTA) and proposed lease have not been submitted to the DHA. Vouchers will be rescinded in order of the date and time they were issued, starting with the most recently issued vouchers.
Category 2: Vouchers issued to new admissions to the HCV program for which a Request for Tenancy Approval and proposed lease have been submitted to the DHA.

Vouchers will be rescinded in order of the date and time the RTA was submitted to the DHA, starting with the most recently submitted requests. Families who have their voucher rescinded will be notified in writing and will be reinstated to their former position on the waiting list. When funding is again available, families will be selected from the waiting list in accordance with DHA policies described in Chapter 4.

Families who are continuing participants in the HCV program to whom new vouchers were issued due to relocation will not have their vouchers rescinded.

5-I.E. VOUCHER TERM, EXTENSIONS, AND SUSPENSIONS

Voucher Term [24 CFR 982.303]
The initial term of a voucher must be at least 60 calendar days. The initial term must be stated on the voucher [24 CFR 982.303(a)].

DHA Policy
The initial voucher term will be 60 calendar days.

The family must submit a Request for Tenancy Approval and proposed lease within the 60-day period unless DHA grants an extension.

Extensions of Voucher Term [24 CFR 982.303(b)]

DHA has the authority to grant extensions of search time, to specify the length of an extension, and to determine the circumstances under which extensions will be granted. There is no limit on the number of extensions that DHA can approve. Discretionary policies related to extension and expiration of search time must be described in DHA’s administrative plan [24 CFR 982.54].

DHA must approve additional search time if needed as a reasonable accommodation to make the program accessible to and usable by a person with disabilities. The extension period must be reasonable for the purpose.

The family must be notified in writing of DHA’s decision to approve or deny an extension. DHA’s decision to deny a request for an extension of the voucher term is not subject to informal review [24 CFR 982.554(c)(4)].

DHA Policy
DHA will automatically approve one 30-day extension upon written request from the family.
DHA will approve additional extensions only in the following circumstances:

It is necessary as a reasonable accommodation for a person with disabilities.

It is necessary due to reasons beyond the family’s control, as determined by DHA. Following is a list of extenuating circumstances that DHA may consider in making its decision. The presence of these circumstances does not guarantee that an extension will be granted:

- Serious illness or death in the family
- Other family emergency
- Obstacles due to employment
- Whether the family has already submitted requests for tenancy approval that were not approved by DHA
- Whether family size or other special requirements make finding a unit difficult

Any request for an additional extension must include the reason(s) an additional extension is necessary. DHA may require the family to provide documentation to support the request.

All requests for extensions to the voucher term must be made in writing and submitted to DHA prior to the expiration date of the voucher (or extended term of the voucher). DHA will decide whether to approve or deny an extension request within 10 business days of the date the request is received, and will immediately provide the family written notice of its decision.

**Suspensions of Voucher Term [24 CFR 982.303(c)]**

At its discretion, a DHA may adopt a policy to suspend the housing choice voucher term if the family has submitted a Request for Tenancy Approval (RTA) during the voucher term. “Suspension” means stopping the clock on a family’s voucher term from the time a family submits the RTA until the time DHA approves or denies the request [24 CFR 982.4]. DHA’s determination not to suspend a voucher term is not subject to informal review [24 CFR 982.554(c)(4)].

**DHA Policy**

When a Request for Tenancy Approval and proposed lease is received by DHA, the term of the voucher will not be suspended while DHA processes the request.

**Expiration of Voucher Term**

Once a family’s housing choice voucher term (including any extensions) expires, the family is no longer eligible to search for housing under the program. If the family still wishes to receive
assistance, DHA may require that the family reapply, or may place the family on the waiting list with a new application date but without requiring reapplication. Such a family does not become ineligible for the program on the grounds that it was unable to locate a unit before the voucher expired [HCV GB p. 8-13].

**DHA Policy**

If an applicant family’s voucher term or extension expires before the family has submitted a Request for Tenancy Approval (RTA), DHA will require the family to reapply for assistance. If an RTA that was submitted prior to the expiration date of the voucher is subsequently disapproved by DHA (after the voucher term has expired), the family will be required to reapply for assistance.

Within 10 business days after the expiration of the voucher term or any extension, DHA will notify the family in writing that the voucher term has expired and that the family must reapply in order to be placed on the waiting list.
Chapter 6

INCOME AND SUBSIDY DETERMINATIONS
[24 CFR Part 5, Subparts E and F; 24 CFR 982]

INTRODUCTION
A family’s income determines eligibility for assistance and is also used to calculate the family’s payment and DHA’s subsidy. DHA will use the policies and methods described in this chapter to ensure that only eligible families receive assistance and that no family pays more or less than its obligation under the regulations. This chapter describes HUD regulations and DHA policies related to these topics in three parts as follows:

- **Part I: Annual Income.** HUD regulations specify the sources of income to include and exclude to arrive at a family’s annual income. These requirements and DHA policies for calculating annual income are found in Part I.

- **Part II: Adjusted Income.** Once annual income has been established HUD regulations require DHA to subtract from annual income any of five mandatory deductions for which a family qualifies. These requirements and DHA policies for calculating adjusted income are found in Part II.

- **Part III: Calculating Family Share and DHA Subsidy.** This part describes the statutory formula for calculating total tenant payment (TTP), the use of utility allowances, and the methodology for determining DHA subsidy and required family payment.

**PART I: ANNUAL INCOME**

6-I.A. OVERVIEW
The general regulatory definition of annual income shown below is from 24 CFR 5.609.

<table>
<thead>
<tr>
<th>5.609 Annual income.</th>
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<tbody>
<tr>
<td>(a) Annual income means all amounts, monetary or not, which:</td>
</tr>
<tr>
<td>(1) Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member; or</td>
</tr>
<tr>
<td>(2) Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and</td>
</tr>
<tr>
<td>(3) Which are not specifically excluded in paragraph [5.609(c)].</td>
</tr>
<tr>
<td>(4) Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.</td>
</tr>
</tbody>
</table>

In addition to this general definition, HUD regulations establish policies for treating specific types of income and assets. The full texts of those portions of the regulations are provided in exhibits at the end of this chapter as follows:

- Annual Income Inclusions (Exhibit 6-1)
- Annual Income Exclusions (Exhibit 6-2)
Sections 6-I.B and 6-I.C discuss general requirements and methods for calculating annual income. The rest of this section describes how each source of income is treated for the purposes of determining annual income. HUD regulations present income inclusions and exclusions separately [24 CFR 5.609(b) and 24 CFR 5.609(c)]. In this plan, however, the discussions of income inclusions and exclusions are integrated by topic (e.g., all policies affecting earned income are discussed together in section 6-I.D). Verification requirements for annual income are discussed in Chapter 7.

6-I.B. HOUSEHOLD COMPOSITION AND INCOME

Income received by all family members must be counted unless specifically excluded by the regulations. It is the responsibility of the head of household to report changes in family composition. The rules on which sources of income are counted vary somewhat by family member. The chart below summarizes how family composition affects income determinations.

<table>
<thead>
<tr>
<th>Summary of Income Included and Excluded by Person</th>
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<tbody>
<tr>
<td>Live-in aides</td>
</tr>
<tr>
<td>Foster child or foster adult</td>
</tr>
<tr>
<td>Head, spouse, or cohead</td>
</tr>
<tr>
<td>Other adult family members</td>
</tr>
<tr>
<td>Children under 18 years of age</td>
</tr>
<tr>
<td>Full-time students 18 years of age or older (not head, spouse, or cohead)</td>
</tr>
</tbody>
</table>

Temporarily Absent Family Members

The income of family members approved to live in the unit will be counted, even if the family member is temporarily absent from the unit [HCV GB, p. 5-18].

DHA Policy

Generally an individual who is or is expected to be absent from the assisted unit for 180 consecutive days or less is considered temporarily absent and continues to be considered a family member. Generally an individual who is or is expected to be absent from the assisted unit for more than 180 consecutive days is considered permanently absent and no longer a family member. Exceptions to this general policy are discussed below.
Absent Students

DHA Policy
When someone who has been considered a family member attends school away from home, the person will continue to be considered a family member unless information becomes available to DHA indicating that the student has established a separate household or the family declares that the student has established a separate household.

Absences Due to Placement in Foster Care
Children temporarily absent from the home as a result of placement in foster care are considered members of the family [24 CFR 5.403].

DHA Policy
If a child has been placed in foster care, DHA will verify with the appropriate agency whether and when the child is expected to be returned to the home. Unless the agency confirms that the child has been permanently removed from the home, the child will be counted as a family member.

Absent Head, Spouse, or Cohead

DHA Policy
An employed head, spouse, or cohead absent from the unit more than 180 consecutive days due to employment will continue to be considered a family member.

Family Members Permanently Confined for Medical Reasons
If a family member is confined to a nursing home or hospital on a permanent basis, that person is no longer considered a family member and the income of that person is not counted [HCV GB, p. 5-22].

DHA Policy
DHA will request verification from a responsible medical professional and will use this determination. If the responsible medical professional cannot provide a determination, the person generally will be considered temporarily absent. The family may present evidence that the family member is confined on a permanent basis and request that the person not be considered a family member.

When an individual who has been counted as a family member is determined permanently absent, the family is eligible for the medical expense deduction only if the remaining head, spouse, or co-head qualifies as an elderly person or a person with disabilities.

Joint Custody of Dependents

DHA Policy
Dependents that are subject to a joint custody arrangement will be considered a member
of the family, if they live with the applicant or participant family 55 percent or 201 days or more per year.

When more than one applicant or participant family is claiming the same dependents as family members, the family with primary custody at the time of the initial examination or reexamination will be able to claim the dependents. If there is a dispute about which family should claim them, DHA will make the determination based on available documents such as court orders, or an IRS return showing which family has claimed the child for income tax purposes.

Caretakers for a Child

DHA Policy
If neither a parent nor a designated guardian remains in a household receiving HCV assistance, DHA will take the following actions.

(1) If a responsible agency has determined that another adult is to be brought into the assisted unit to care for a child for an indefinite period, the designated caretaker will not be considered a family member until a determination of custody or legal guardianship is made.

(2) If a caretaker has assumed responsibility for a child without the involvement of a responsible agency or formal assignment of custody or legal guardianship, the caretaker will be treated as a visitor for 90 days. After the 90 days has elapsed, the caretaker will be considered a family member unless information is provided that would confirm that the caretaker’s role is temporary. In such cases DHA will extend the caretaker’s status as an eligible visitor.

(3) At any time that custody or guardianship legally has been awarded to a caretaker, the housing choice voucher will be transferred to the caretaker.

(4) During any period that a caretaker is considered a visitor, the income of the caretaker is not counted in annual income and the caretaker does not qualify the family for any deductions from income.

6-I.C. ANTICIPATING ANNUAL INCOME
DHA is required to count all income “anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date” [24 CFR 5.609(a)(2)]. Policies related to anticipating annual income are provided below.

Basis of Annual Income Projection
DHA generally will use current circumstances to determine anticipated income for the coming 12-month period. HUD authorizes DHA to use other than current circumstances to anticipate income when:

- An imminent change in circumstances is expected [HCV GB, p. 5-17]
- It is not feasible to anticipate a level of income over a 12-month period (e.g., seasonal or cyclic income) [24 CFR 5.609(d)]
• DHA believes that past income is the best available indicator of expected future income [24 CFR 5.609(d)]

Most PHAs are required to use HUD’s Enterprise Income Verification (EIV) system. HUD allows DHA to use pay-stubs to project income once EIV data has been received in such cases where the family does not dispute the EIV employer data and where DHA does not determine it is necessary to obtain additional third-party data.

**DHA Policy**
Whenever possible, DHA will use HUD’s EIV system. When EIV is obtained and the family does not dispute the EIV employer data, DHA will use current tenant-provided documents to project annual income. When the tenant provided documents are pay stubs, DHA will make every effort to obtain at least 4 consecutive pay stubs dated within the last 60 days.

DHA will obtain written and/or oral third-party verification in accordance with the verification requirements and policy in Chapter 7 in the following cases:

- If EIV or other UIV data is not available,
- If the family disputes the accuracy of the EIV employer data, and/or
- If DHA determines additional information is needed.

In such cases, DHA will review and analyze current data to anticipate annual income. In all cases, the family file will be documented with a clear record of the reason for the decision, and a clear audit trail will be left as to how DHA annualized projected income.

When DHA cannot readily anticipate income based upon current circumstances (e.g., in the case of seasonal employment, unstable working hours, or suspected fraud), DHA will review and analyze historical data for patterns of employment, paid benefits, and receipt of other income and use the results of this analysis to establish annual income. Any time current circumstances are not used to project annual income, a clear rationale for the decision will be documented in the file. In all such cases the family may present information and documentation to DHA to show why the historic pattern does not represent the family’s anticipated income.

**Known Changes in Income**
If DHA verifies an upcoming increase or decrease in income, annual income will be calculated by applying each income amount to the appropriate part of the 12-month period.
Example: An employer reports that a full-time employee who has been receiving $8/hour will begin to receive $8.25/hour in the eighth week after the effective date of the reexamination. In such a case DHA would calculate annual income as follows: ($8/hour × 40 hours × 7 weeks) + ($8.25 × 40 hours × 45 weeks).

The family may present information that demonstrates that implementing a change before its effective date would create a hardship for the family. In such cases DHA will calculate annual income using current circumstances and then require an interim reexamination when the change actually occurs. This requirement will be imposed even if DHA’s policy on reexaminations does not require interim reexaminations for other types of changes. When tenant-provided documents are used to anticipate annual income, they will be dated within the last 60 days of the reexamination interview date.

EIV quarterly wages will not be used to project annual income at an annual or interim reexamination.

Projecting Income
In HUD’s EIV webcast of January 2008, HUD made clear that PHAs are not to use EIV quarterly wages to project annual income.

6-I.D. EARNED INCOME
Types of Earned Income Included in Annual Income
Wages and Related Compensation
The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services is included in annual income [24 CFR 5.609(b)(1)].

DHA Policy
For persons who regularly receive bonuses or commissions, DHA will verify and then average amounts received for the two years preceding admission or reexamination. If only a one-year history is available, DHA will use the prior year amounts. In either case the family may provide, and DHA will consider, a credible justification for not using this history to anticipate future bonuses or commissions. If a new employee has not yet received any bonuses or commissions, DHA will count only the amount estimated by the employer. The file will be documented appropriately.

DHA Policy
For persons who work seasonally or 10 months during the year, DHA will determine the income of the family based on the actual salary earned for the year. The family will not be entitled to an interim reduction during seasonal recess or breaks. DHA may request the family to submit the annual contract received from the employer to verify the salary should further documentation become necessary.
Some Types of Military Pay
All regular pay, special pay and allowances of a member of the Armed Forces are counted [24 CFR 5.609(b)(8)] except for the special pay to a family member serving in the Armed Forces who is exposed to hostile fire [24 CFR 5.609(c)(7)].

Types of Earned Income Not Counted in Annual Income
Temporary, Nonrecurring, or Sporadic Income [24 CFR 5.609(c)(9)]
This type of income (including gifts) is not included in annual income.

DHA Policy
Sporadic income is income that is not received periodically and cannot be reliably predicted. For example, the income of an individual who works occasionally as a handyman would be considered sporadic if future work could not be anticipated and no historic, stable pattern of income existed.

Children’s Earnings
Employment income earned by children (including foster children) under the age of 18 years is not included in annual income [24 CFR 5.609(c)(1)]. (See Eligibility chapter for a definition of foster children.)

Certain Earned Income of Full-Time Students
Earnings in excess of $480 for each full-time student 18 years old or older (except for the head, spouse, or cohead) are not counted [24 CFR 5.609(c)(11)]. To be considered “full-time,” a student must be considered “full-time” by an educational institution with a degree or certificate program [HCV GB, p. 5-29].

Income of a Live-in Aide
Income earned by a live-in aide, as defined in [24 CFR 5.403], is not included in annual income [24 CFR 5.609(c)(5)]. (See Eligibility chapter for a full discussion of live-in aides.)

Income Earned under Certain Federal Programs
Income from some federal programs is specifically excluded from consideration as income [24 CFR 5.609(c)(17)], including:

- Payments to volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(g), 5058)
- Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 U.S.C. 1552(b))
- Awards under the federal work-study program (20 U.S.C. 1087 uu)
- Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056(f))
- Allowances, earnings, and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d))
- Allowances, earnings, and payments to participants in programs funded under the Workforce Investment Act of 1998 (29 U.S.C. 2931)

**Resident Service Stipend**
Amounts received under a resident service stipend are not included in annual income. A resident service stipend is a modest amount (not to exceed $200 per individual per month) received by a resident for performing a service for DHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of DHA’s governing board. No resident may receive more than one such stipend during the same period of time [24 CFR 5.600(c)(8)(iv)].

**State and Local Employment Training Programs**
Incremental earnings and benefits to any family member resulting from participation in qualifying state or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff are excluded from annual income. 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 training program [24 CFR 5.609(c)(8)(v)].

**DHA Policy**
DHA defines *training program* as “a learning process with goals and objectives, generally having a variety of components, and taking place in a series of sessions over a period to time. It is designed to lead to a higher level of proficiency, and it enhances the individual’s ability to obtain employment. It may have performance standards to measure proficiency. Training may include, but is not limited to: (1) classroom training in a specific occupational skill, (2) on-the-job training with wages subsidized by the program, or (3) basic education” [expired Notice PIH 98-2, p. 3].

DHA defines *incremental earnings and benefits* as the difference between: (1) the total amount of welfare assistance and earnings of a family member prior to enrollment in a training program, and (2) the total amount of welfare assistance and earnings of the family member after enrollment in the program [expired Notice PIH 98-2, pp. 3–4].

In calculating the incremental difference, DHA will use as the pre-enrollment income the total annualized amount of the family member’s welfare assistance and earnings reported on the family’s most recently completed HUD-50058.

End of participation in a training program must be reported in accordance with DHA’s interim reporting requirements.
**HUD-Funded Training Programs**

Amounts received under training programs funded in whole or in part by HUD [24 CFR 5.609(c)(8)(i)] are excluded from annual income. Eligible sources of funding for the training include operating subsidy, Section 8 administrative fees, and modernization, Community Development Block Grant (CDBG), HOME program, and other grant funds received from HUD.

**DHA Policy**

To qualify as a training program, the program must meet the definition of training program provided above for state and local employment training programs.

**Earned Income Tax Credit**

Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32(j)), are excluded from annual income [24 CFR 5.609(c)(17)]. Although many families receive the EITC annually when they file taxes, an EITC can also be received throughout the year. The prorated share of the annual EITC is included in the employee’s payroll check.

**Earned Income Disallowance**

The earned income disallowance for persons with disabilities is discussed in section 6-I.E below.

**6-I.E. EARNED INCOME DISALLOWANCE FOR PERSONS WITH DISABILITIES [24 CFR 5.617]**

The earned income disallowance (EID) encourages people with disabilities to enter the work force by not including the full value of increases in earned income for a period of time. The full text of 24 CFR 5.617 is included as Exhibit 6-4 at the end of this chapter. Eligibility criteria and limitations on the disallowance are summarized below.

**Eligibility**

This disallowance applies only to individuals in families already participating in the HCV program (not at initial examination). To qualify, the family must experience an increase in annual income that is the result of one of the following events:

- Employment of a family member who is a person with disabilities and who was previously unemployed for one or more years prior to employment. Previously unemployed includes a person who annually has earned not more than the minimum wage applicable to the community multiplied by 500 hours. The applicable minimum wage is the federal minimum wage unless there is a higher state or local minimum wage.

- Increased earnings by a family member who is a person with disabilities and whose earnings increase during participation in an economic self-sufficiency or job-training program. A self-sufficiency program includes a program designed to encourage, assist, train, or facilitate the economic independence of HUD-assisted families or to provide work to such families [24 CFR 5.603(b)].

- New employment or increased earnings by a family member who is a person with disabilities and who has received benefits or services under Temporary Assistance for Needy Families
• (TANF) or any other state program funded under Part A of Title IV of the Social Security Act within the past six months. If the benefits are received in the form of monthly maintenance, there is no minimum amount. If the benefits or services are received in a form other than monthly maintenance, such as one-time payments, wage subsidies, or transportation assistance, the total amount received over the six-month period must be at least $500.

**Calculation of the Disallowance**
Calculation of the earned income disallowance for an eligible member of a qualified family begins with a comparison of the member’s current income with his or her “prior income.”

**DHA Policy**
DHA defines *prior income*, or *pre-qualifying income*, as the family member’s last certified income prior to qualifying for the EID.

The family member’s prior, or pre-qualifying, income remains constant throughout the period that he or she is receiving the EID.

**Initial 12-Month Exclusion**
During the initial 12-month exclusion period, the full amount (100 percent) of any increase in income attributable to new employment or increased earnings is excluded. The 12 months are cumulative and need not be consecutive.

**DHA Policy**
The initial EID exclusion period will begin on the first of the month following the date an eligible member of a qualified family is first employed or first experiences an increase in earnings.

**Second 12-Month Exclusion and Phase-In**
During the second 12-month exclusion period, the exclusion is reduced to half (50 percent) of any increase in income attributable to employment or increased earnings. The 12 months are cumulative and need not be consecutive.

**Lifetime Limitation**
The EID has a four-year (48-month) lifetime maximum. The four-year eligibility period begins at the same time that the initial exclusion period begins and ends 48 months later. The one-time eligibility for the EID applies even if the eligible individual begins to receive assistance from another housing agency, if the individual moves between public housing and Section 8 assistance, or if there are breaks in assistance.

**DHA Policy**
During the 48-month eligibility period, DHA will schedule and conduct an interim reexamination each time there is a change in the family member’s annual income that affects or is affected by the EID (e.g., when the family member’s income falls to a level
at or below his/her pre-qualifying income, when one of the exclusion periods ends, and at the end of the lifetime maximum eligibility period).

6-I.F. BUSINESS INCOME [24 CFR 5.609(b)(2)]
Annual income includes “the 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 Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family” [24 CFR 5.609(b)(2)].

Business Expenses
Net income is “gross income less business expense” [HCV GB, p. 5-19].

DHA Policy
To determine business expenses that may be deducted from gross income, DHA will use current applicable Internal Revenue Service (IRS) rules for determining allowable business expenses [see IRS Publication 535], unless a topic is addressed by HUD regulations or guidance as described below.

Business Expansion
HUD regulations do not permit DHA to deduct from gross income expenses for business expansion.

DHA Policy
Business expansion is defined as any capital expenditures made to add new business activities, to expand current facilities, or to operate the business in additional locations. For example, purchase of a street sweeper by a construction business for the purpose of adding street cleaning to the services offered by the business would be considered a business expansion. Similarly, the purchase of a property by a hair care business to open at a second location would be considered a business expansion.

Capital Indebtedness
HUD regulations do not permit DHA to deduct from gross income the amortization of capital indebtedness.

DHA Policy
Capital indebtedness is defined as the principal portion of the payment on a capital asset such as land, buildings, and machinery. This means DHA will allow as a business expense interest, but not principal, paid on capital indebtedness.

Negative Business Income
If the net income from a business is negative, no business income will be included in annual income; a negative amount will not be used to offset other family income.
Withdrawal of Cash or Assets from a Business
HUD regulations require DHA to include in annual income the withdrawal of cash or assets from the operation of a business or profession unless the withdrawal reimburses a family member for cash or assets invested in the business by the family.

DHA Policy
Acceptable investments in a business include cash loans and contributions of assets or equipment. For example, if a member of an assisted family provided an up-front loan of $2,000 to help a business get started, DHA will not count as income any withdrawals from the business up to the amount of this loan until the loan has been repaid. Investments do not include the value of labor contributed to the business without compensation.

Co-owned Businesses

DHA Policy
If a business is co-owned with someone outside the family, the family must document the share of the business it owns. If the family’s share of the income is lower than its share of ownership, the family must document the reasons for the difference.

6-I.G. ASSETS [24 CFR 5.609(b)(3) and 24 CFR 5.603(b)]
Overview
There is no asset limitation for participation in the HCV program. However, HUD requires that DHA include in annual income the “interest, dividends, and other net income of any kind from real or personal property” [24 CFR 5.609(b)(3)]. This section discusses how the income from various types of assets is determined. For most types of assets, DHA must determine the value of the asset in order to compute income from the asset. Therefore, for each asset type, this section discusses:

- How the value of the asset will be determined
- How income from the asset will be calculated

Exhibit 6-1 provides the regulatory requirements for calculating income from assets [24 CFR 5.609(b)(3)], and Exhibit 6-3 provides the regulatory definition of net family assets. This section begins with a discussion of general policies related to assets and then provides HUD rules and DHA policies related to each type of asset.

General Policies
Income from Assets
DHA generally will use current circumstances to determine both the value of an asset and the anticipated income from the asset. As is true for all sources of income, HUD authorizes DHA to use other than current circumstances to anticipate income when (1) an imminent change in circumstances is expected (2) it is not feasible to anticipate a level of income over 12 months
or (3) DHA believes that past income is the best indicator of anticipated income. For example, if a family member owns real property that typically receives rental income but the property is currently vacant, DHA can take into consideration past rental income along with the prospects of obtaining a new tenant.

**DHA Policy**

Anytime current circumstances are not used to determine asset income, a clear rationale for the decision will be documented in the file. In such cases the family may present information and documentation to DHA to show why the asset income determination does not represent the family’s anticipated asset income.

**Valuing Assets**

The calculation of asset income sometimes requires DHA to make a distinction between an asset’s market value and its cash value.

- The market value of an asset is its worth (e.g., the amount a buyer would pay for real estate or the balance in an investment account).
- The cash value of an asset is its market value less all reasonable amounts that would be incurred when converting the asset to cash.

**DHA Policy**

Reasonable costs that would be incurred when disposing of an asset include, but are not limited to, penalties for premature withdrawal, broker and legal fees, and settlement costs incurred in real estate transactions [HCV GB, p. 5-28].

**Lump-Sum Receipts**

Payments that are received in a single lump sum, such as inheritances, capital gains, lottery winnings, insurance settlements, and proceeds from the sale of property, are generally considered assets, not income. However, such lump-sum receipts are counted as assets only if they are retained by a family in a form recognizable as an asset (e.g., deposited in a savings or checking account) [RHIIP FAQs]. (For a discussion of lump-sum payments that represent the delayed start of a periodic payment, most of which are counted as income, see sections 6-I.H and 6-I.I.)

**Imputing Income from Assets [24 CFR 5.609(b)(3)]**

When net family assets are $5,000 or less, DHA will include in annual income the actual income anticipated to be derived from the assets. When the family has net family assets in excess of $5,000, DHA will include in annual income the greater of (1) the actual income derived from the assets or (2) the imputed income. Imputed income from assets is calculated by multiplying the total cash value of all family assets by the current HUD-established passbook savings rate.

**Determining Actual Anticipated Income from Assets**

It may or may not be necessary for DHA to use the value of an asset to compute the actual anticipated income from the asset. When the value is required to compute the anticipated income
from an asset, the market value of the asset is used. For example, if the asset is a property for which a family receives rental income, the anticipated income is determined by annualizing the actual monthly rental amount received for the property; it is not based on the property’s market value. However, if the asset is a savings account, the anticipated income is determined by multiplying the market value of the account by the interest rate on the account.

**Withdrawal of Cash or Liquidation of Investments**
Any withdrawal of cash or assets from an investment will be included in income except to the extent that the withdrawal reimburses amounts invested by the family. For example, when a family member retires, the amount received by the family from a retirement plan is not counted as income until the family has received payments equal to the amount the family member deposited into the retirement fund.

**Jointly Owned Assets**
The regulation at 24 CFR 5.609(a)(4) specifies that annual income includes “amounts derived (during the 12-month period) from assets to which any member of the family has access.”

**DHA Policy**
If an asset is owned by more than one person and any family member has unrestricted access to the asset, DHA will count the full value of the asset. A family member has unrestricted access to an asset when he or she can legally dispose of the asset without the consent of any of the other owners.
If an asset is owned by more than one person, including a family member, but the family member does not have unrestricted access to the asset, DHA will prorate the asset according to the percentage of ownership. If no percentage is specified or provided for by state or local law, DHA will prorate the asset evenly among all owners.

**Assets Disposed Of for Less than Fair Market Value [24 CFR 5.603(b)]**
HUD regulations require DHA to count as a current asset any business or family asset that was disposed of for less than fair market value during the two years prior to the effective date of the examination/reexamination, except as noted below.

**Minimum Threshold**
The *HVC Guidebook* permits DHA to set a threshold below which assets disposed of for less than fair market value will not be counted [HCV GB, p. 5-27].

**DHA Policy**
DHA will not include the value of assets disposed of for less than fair market value unless the cumulative fair market value of all assets disposed of during the past two years exceeds the gross amount received for the assets by more than $1,000.

When the two-year period expires, the income assigned to the disposed asset(s) also expires. If the two-year period ends between annual recertifications, the family may request an interim recertification to eliminate consideration of the asset(s).
Assets placed by the family in non-revocable trusts are considered assets disposed of for less than fair market value except when the assets placed in trust were received through settlements or judgments.

**Separation or Divorce**
The regulation also specifies that assets are not considered disposed of for less than fair market value if they are disposed of as part of a separation or divorce settlement and the applicant or tenant receives important consideration not measurable in dollar terms.

**DHA Policy**
All assets disposed of as part of a separation or divorce settlement will be considered assets for which important consideration not measurable in monetary terms has been received. In order to qualify for this exemption, a family member must be subject to a formal separation or divorce settlement agreement established through arbitration, mediation, or court order.

**Foreclosure or Bankruptcy**
Assets are not considered disposed of for less than fair market value when the disposition is the result of a foreclosure or bankruptcy sale.

**Family Declaration**

**DHA Policy**
Families must sign a declaration form at initial certification and each annual recertification identifying all assets that have been disposed of for less than fair market value or declaring that no assets have been disposed of for less than fair market value. DHA may verify the value of the assets disposed of if other information available to DHA does not appear to agree with the information reported by the family.

**Types of Assets**

**Checking and Savings Accounts**
For regular checking accounts and savings accounts, *cash value* has the same meaning as *market value*. If a checking account does not bear interest, the anticipated income from the account is zero.

**DHA Policy**
In determining the value of a checking account, DHA will use the average monthly balance for the last six months.

In determining the value of a savings account, DHA will use the current balance.

In determining the anticipated income from an interest-bearing checking or savings account, DHA will multiply the value of the account by the current rate of interest paid on the account.
Investment Accounts Such as Stocks, Bonds, Saving Certificates, and Money Market Funds

Interest or dividends earned by investment accounts are counted as actual income from assets even when the earnings are reinvested. The cash value of such an asset is determined by deducting from the market value any broker fees, penalties for early withdrawal, or other costs of converting the asset to cash.

DHA Policy

In determining the market value of an investment account, DHA will use the value of the account on the most recent investment report.

How anticipated income from an investment account will be calculated depends on whether the rate of return is known. For assets that are held in an investment account with a known rate of return (e.g., savings certificates), asset income will be calculated based on that known rate (market value multiplied by rate of earnings). When the anticipated rate of return is not known (e.g., stocks), DHA will calculate asset income based on the earnings for the most recent reporting period.

Equity in Real Property or Other Capital Investments

Equity (cash value) in a property or other capital asset is the estimated current market value of the asset less the unpaid balance on all loans secured by the asset and reasonable costs (such as broker fees) that would be incurred in selling the asset [HCV GB, p. 5-25].

Equity in real property and other capital investments is considered in the calculation of asset income except for the following types of assets:

- Equity accounts in HUD homeownership programs [24 CFR 5.603(b)]
- The value of a home currently being purchased with assistance under the HCV program Homeownership Option for the first 10 years after the purchase date of the home [24 CFR 5.603(b)]
- Equity in owner-occupied cooperatives and manufactured homes in which the family lives [HCV GB, p. 5-25]
- Equity in real property when a family member’s main occupation is real estate [HCV GB, p. 5-25]. This real estate is considered a business asset, and income related to this asset will be calculated as described in section 6-I.F.
- Interests in Indian Trust lands [24 CFR 5.603(b)]
- Real property and capital assets that are part of an active business or farming operation [HCV GB, p. 5-25]

A family may have real property as an asset in two ways: (1) owning the property itself and (2) holding a mortgage or deed of trust on the property. In the case of a property owned by a family member, the anticipated asset income generally will be in the form of rent or other payment for the use of the property. If the property generates no income, actual anticipated income from the asset will be zero.
In the case of a mortgage or deed of trust held by a family member, the outstanding balance (unpaid principal) is the cash value of the asset. The interest portion only of payments made to the family in accordance with the terms of the mortgage or deed of trust is counted as anticipated asset income.

**DHA Policy**

In the case of capital investments owned jointly with others not living in a family’s unit, a prorated share of the property’s cash value will be counted as an asset unless DHA determines that the family receives no income from the property and is unable to sell or otherwise convert the asset to cash.

**Trusts**

A *trust* is a legal arrangement generally regulated by state law in which one party (the creator or grantor) transfers property to a second party (the trustee) who holds the property for the benefit of one or more third parties (the beneficiaries).

**Revocable Trusts**

If any member of a family has the right to withdraw the funds in a trust, the value of the trust is considered an asset [HCV GB, p. 5-25]. Any income earned as a result of investment of trust funds is counted as actual asset income, whether the income is paid to the family or deposited in the trust.

**Non-revocable Trusts**

In cases where a trust is not revocable by, or under the control of, any member of a family, the value of the trust fund is not considered an asset. However, any income distributed to the family from such a trust is counted as a periodic payment or a lump-sum receipt, as appropriate [24 CFR 5.603(b)]. (Periodic payments are covered in section 6-I.H. Lump-sum receipts are discussed earlier in this section.)

**Retirement Accounts**

**Company Retirement/Pension Accounts**

In order to correctly include or exclude as an asset any amount held in a company retirement or pension account by an employed person, DHA must know whether the money is accessible before retirement [HCV GB, p. 5-26].

While a family member is employed, only the amount the family member can withdraw without retiring or terminating employment is counted as an asset [HCV GB, p. 5-26].

After a family member retires or terminates employment, any amount distributed to the family member is counted as a periodic payment or a lump-sum receipt, as appropriate [HCV GB, p. 5-26], except to the extent that it represents funds invested in the account by the family member. (For more on periodic payments, see section 6-I.H.) The balance in the account is counted as an asset only if it remains accessible to the family member.
IRA, Keogh, and Similar Retirement Savings Accounts
IRA, Keogh, and similar retirement savings accounts are counted as assets even though early withdrawal would result in a penalty [HCV GB, p. 5-25].

Personal Property
Personal property held as an investment, such as gems, jewelry, coin collections, antique cars, etc., is considered an asset [HCV GB, p. 5-25].

DHA Policy
In determining the value of personal property held as an investment, DHA will use the family’s estimate of the value. DHA may obtain an appraisal to confirm the value of the asset if there is reason to believe that the family’s estimated value is off by $50 or more. The family must cooperate with the appraiser, but cannot be charged any costs related to the appraisal.

Generally, personal property held as an investment generates no income until it is disposed of. If regular income is generated (e.g., income from renting the personal property), the amount that is expected to be earned in the coming year is counted as actual income from the asset.

Necessary items of personal property are not considered assets [24 CFR 5.603(b)].

DHA Policy
Necessary personal property consists of only those items not held as an investment, and may include clothing, furniture, household furnishings, jewelry, and vehicles, including those specially equipped for persons with disabilities.

Life Insurance
The cash value of a life insurance policy available to a family member before death, such as a whole life or universal life policy, is included in the calculation of the value of the family’s assets [HCV GB 5-25]. The cash value is the surrender value. If such a policy earns dividends or interest that the family could elect to receive, the anticipated amount of dividends or interest is counted as income from the asset whether or not the family actually receives it.

6-I.H. PERIODIC PAYMENTS
Periodic payments are forms of income received on a regular basis. HUD regulations specify periodic payments that are and are not included in annual income.

Periodic Payments Included in Annual Income
• Periodic payments from sources such as social security, unemployment and welfare assistance, annuities, insurance policies, retirement funds, and pensions. However, periodic payments from retirement accounts, annuities, and similar forms of investments are counted only after they exceed the amount contributed by the family [24 CFR 5.609(b)(4) and (b)(3)].
• Disability or death benefits and lottery receipts paid periodically, rather than in a single lump sum [24 CFR 5.609(b)(4) and HCV, p. 5-14]

Lump-Sum Payments for the Delayed Start of a Periodic Payment
Most lump sums received as a result of delays in processing periodic payments, such as unemployment or welfare assistance, are counted as income. However, lump-sum receipts for the delayed start of periodic social security or supplemental security income (SSI) payments are not counted as income [CFR 5.609(b)(4)].

DHA Policy
When a delayed-start payment is received and reported during the period in which DHA is processing an annual reexamination, DHA will adjust the family share and DHA subsidy retroactively for the period the payment was intended to cover. The family may pay in full any amount due or request to enter into a repayment agreement with DHA.

Periodic Payments Excluded from Annual Income
• Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the assisted family, who are unable to live alone) [24 CFR 5.609(c)(2)]

DHA Policy
DHA will exclude payments for the care of foster children and foster adults only if the care is provided through an official arrangement with a local welfare agency [HCV GB, p. 5-18].

• Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home [24 CFR 5.609(c)(16)]

• Amounts received under the Low-Income Home Energy Assistance Program (42 U.S.C. 1626(c)) [24 CFR 5.609(c)(17)]

• Amounts received under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q) [24 CFR 5.609(c)(17)]

• Earned Income Tax Credit (EITC) refund payments (26 U.S.C. 32(j)) [24 CFR 5.609(c)(17)].
  Note: EITC may be paid periodically if the family elects to receive the amount due as part of payroll payments from an employer.

• Lump sums received as a result of delays in processing Social Security and SSI payments (see section 6-I.J.) [24 CFR 5.609(b)(4)].

6-I.I. PAYMENTS IN LIEU OF EARNINGS
Payments in lieu of earnings, such as unemployment and disability compensation, worker’s compensation, and severance pay, are counted as income [24 CFR 5.609(b)(5)] if they are
received either in the form of periodic payments or in the form of a lump-sum amount or prospective monthly amounts for the delayed start of a periodic payment. If they are received in a one-time lump sum (as a settlement, for instance), they are treated as lump-sum receipts [24 CFR 5.609(c)(3)]. (See also the discussion of periodic payments in section 6-I.H and the discussion of lump-sum receipts in section 6-I.G.)

6-I.J. WELFARE ASSISTANCE
Overview
Welfare assistance is counted in annual income. Welfare assistance includes Temporary Assistance for Needy Families (TANF) and any payments to individuals or families based on need that are made under programs funded separately or jointly by federal, state, or local governments [24 CFR 5.603(b)].

Sanctions Resulting in the Reduction of Welfare Benefits [24 CFR 5.615]
DHA must make a special calculation of annual income when the welfare agency imposes certain sanctions on certain families. The full text of the regulation at 24 CFR 5.615 is provided as Exhibit 6-5. The requirements are summarized below. This rule applies only if a family was receiving HCV assistance at the time the sanction was imposed.

Covered Families
The families covered by 24 CFR 5.615 are those “who receive welfare assistance or other public assistance benefits (‘welfare benefits’) from a State or other public agency (‘welfare agency’) 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 such assistance” [24 CFR 5.615(b)]

Imputed Income
When a welfare agency imposes a sanction that reduces a family’s welfare income because the family commits fraud or fails to comply with the agency’s economic self-sufficiency program or work activities requirement, DHA must include in annual income “imputed” welfare income. DHA must request that the welfare agency inform DHA when the benefits of an HCV participant family are reduced. The imputed income is the amount the family would have received if the family had not been sanctioned.

This requirement does not apply to reductions in welfare benefits: (1) at the expiration of the lifetime or other time limit on the payment of welfare benefits, (2) if a family member is unable to find employment even though the family member has complied with the welfare agency economic self-sufficiency or work activities requirements, or (3) because a family member has not complied with other welfare agency requirements [24 CFR 5.615(b)(2)].

Offsets
The amount of the imputed income is offset by the amount of additional income the family begins to receive after the sanction is imposed. When the additional income equals or exceeds the imputed welfare income, the imputed income is reduced to zero [24 CFR 5.615(c)(4)].
6-I.K. PERIODIC AND DETERMINABLE ALLOWANCES [24 CFR 5.609(b)(7)]
Annual income includes periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing with an assisted family.

Alimony and Child Support
DHA must count alimony or child support amounts awarded as part of a divorce or separation agreement.

DHA Policy
DHA will count court-awarded amounts for alimony and child support unless DHA verifies that: (1) the payments are not being made, and (2) the family has made reasonable efforts to collect amounts due, including filing with courts or agencies responsible for enforcing payments [HCV GB, pp. 5-23 and 5-47].

Families who do not have court-awarded alimony and child support awards are not required to seek a court award and are not required to take independent legal action to obtain collection.

Regular Contributions or Gifts
DHA must count as income regular monetary and non-monetary contributions or gifts from persons not residing with an assisted family [24 CFR 5.609(b)(7)]. Temporary, nonrecurring, or sporadic income and gifts are not counted [24 CFR 5.609(c)(9)].

DHA Policy
Examples of regular contributions include: (1) regular payment of a family’s bills (e.g., utilities, telephone, rent, credit cards, and car payments), (2) cash or other liquid assets provided to any family member on a regular basis, and (3) “in-kind” contributions such as groceries and clothing provided to a family on a regular basis.

Non-monetary contributions will be valued at the cost of purchasing the items, as determined by DHA. For contributions that may vary from month to month (e.g., utility payments), DHA will include an average amount based upon past history.

The family must provide the name and address of the contributor.

6-I.L. STUDENT FINANCIAL ASSISTANCE [24 CFR 5.609(b)(9)]
In 2005, Congress passed a law (for section 8 programs only) requiring that certain student financial assistance be included in annual income. Prior to that, the full amount of student financial assistance was excluded. For some students, the full exclusion still applies.
Student Financial Assistance Included in Annual Income [24 CFR 5.609(b)(9) and FR 4/10/06]
The regulation requiring the inclusion of certain student financial assistance applies only to students who satisfy all of the following conditions:

- They are enrolled in an institution of higher education, as defined under the Higher Education Act (HEA) of 1965.
- They are seeking or receiving Section 8 assistance on their own—that is, apart from their parents—through the HCV program, the project-based certificate program, the project-based voucher program, or the moderate rehabilitation program.
- They are under 24 years of age OR they have no dependent children.

For students who satisfy these three conditions, any financial assistance in excess of tuition received: (1) under the 1965 HEA, (2) from a private source, or (3) from an institution of higher education, as defined under the 1965 HEA, must be included in annual income.

To determine annual income in accordance with the above requirements, DHA will use the definitions of dependent child, institution of higher education, and parents in Section 3-II.E, along with the following definitions [FR 4/10/06, pp. 18148-18150]:

- **Assistance from private sources** means assistance from nongovernmental sources, including parents, guardians, and other persons not residing with the student in an HCV assisted unit.
- **Tuition** will have the meaning given this term by the institution of higher education in which the student is enrolled.

Student Financial Assistance Excluded from Annual Income [24 CFR 5.609(c)(6)]
Any student financial assistance not subject to inclusion under 24 CFR 5.609(b)(9) is fully excluded from annual income under 24 CFR 5.609(c)(6), whether it is paid directly to the student or to the educational institution the student is attending. This includes any financial assistance received by:

- Students residing with parents who are seeking or receiving Section 8 assistance
- Students who are enrolled in an educational institution that does not meet the 1965 HEA definition of institution of higher education
- Students who are over 23 AND have at least one dependent child, as defined in Section 3-II.E
- Students who are receiving financial assistance through a governmental program not authorized under the 1965 HEA.
6-I.M. ADDITIONAL EXCLUSIONS FROM ANNUAL INCOME
Other exclusions contained in 24 CFR 5.609(c) that have not been discussed earlier in this chapter include the following:

- Reimbursement of medical expenses [24 CFR 5.609(c)(4)]
- Amounts received by participants in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred and which are made solely to allow participation in a specific program [24 CFR 5.609(c)(8)(iii)]
- Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS) [(24 CFR 5.609(c)(8)(ii)]
- Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era [24 CFR 5.609(c)(10)]
- Adoption assistance payments in excess of $480 per adopted child [24 CFR 5.609(c)(12)]
- Refunds or rebates on property taxes paid on the dwelling unit [24 CFR 5.609(c)(15)]
- Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home [24 CFR 5.609(c)(16)]
- Amounts specifically excluded by any other federal statute [24 CFR 5.609(c)(17)]. HUD publishes an updated list of these exclusions periodically. It includes:
  (a) The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017 (b))
  (b) Payments to Volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(g), 5058)
  (c) Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(c))
  (d) Income derived from certain sub-marginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e)
  (e) Payments or allowances made under the Department of Health and Human Services’ Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f))
  (f) Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 U.S.C. 1552(b)) (Effective July 1, 2000, references to Job Training Partnership Act shall be deemed to refer to the corresponding provision of the Workforce Investment Act of 1998 (29 U.S.C. 2931.).)
  (g) Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub. L. 94-540, 90 Stat. 2503-04)
  (h) The first $2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U. S. Claims Court, the interests of individual Indians in trust or restricted lands, including the first $2,000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C. 1407-1408)
(i) Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056(f))

(j) Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in Re Agent-product liability litigation, M.D.L. No. 381 (E.D.N.Y.)

(k) Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721)

(l) The value of any child care 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 U.S.C. 9858q)

(m) Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32(j))

(n) Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95-433)

(o) Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d))

(p) Any allowance paid under the provisions of 38 U.S.C. 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran (38 U.S.C. 1805)

(q) Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602)

(r) Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931)

PART II: ADJUSTED INCOME

6-II.A. INTRODUCTION

Overview

HUD regulations require DHA to deduct from annual income any of five mandatory deductions for which a family qualifies. The resulting amount is the family’s adjusted income. Mandatory deductions are found in 24 CFR 5.611.

5.611(a) Mandatory deductions. In determining adjusted income, the responsible entity [DHA] must deduct the following amounts from annual income:

1. $480 for each dependent;
2. $400 for any elderly family or disabled family;
3. The sum of the following, to the extent the sum exceeds three percent of annual income:
   (i) Unreimbursed medical expenses of any elderly family or disabled family;
   (ii) Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed. This deduction may not exceed the earned income received by family members who are 18 years of age or older and who are able to work because of such attendant care or auxiliary apparatus; and
4. Any reasonable child care expenses necessary to enable a member of the family to be employed or to further his or her education.
This part covers policies related to these mandatory deductions. Verification requirements related to these deductions are found in Chapter 7.

**Anticipating Expenses**

**DHA Policy**

Generally, DHA will use current circumstances to anticipate expenses. When possible, for costs that are expected to fluctuate during the year (e.g., child care during school and non-school periods and cyclical medical expenses), DHA will estimate costs based on historic data and known future costs.

If a family has an accumulated debt for medical or disability assistance expenses, DHA will include as an eligible expense the portion of the debt that the family expects to pay during the period for which the income determination is being made. However, amounts previously deducted will not be allowed even if the amounts were not paid as expected in a preceding period. DHA may require the family to provide documentation of payments made in the preceding year.

**6-II.B. DEPENDENT DEDUCTION**

A deduction of $480 is taken for each dependent [24 CFR 5.611(a)(1)]. *Dependent* is defined as any family member other than the head, spouse, or co-head who is under the age of 18 or who is 18 or older and is a person with disabilities or a full-time student. Foster children, foster adults, and live-in aides are never considered dependents [24 CFR 5.603(b)].

**6-II.C. ELDERLY OR DISABLED FAMILY DEDUCTION**

A single deduction of $400 is taken for any elderly or disabled family [24 CFR 5.611(a)(2)]. An *elderly family* is a family whose head, spouse, co-head, or sole member is 62 years of age or older, and a *disabled family* is a family whose head, spouse, co-head, or sole member is a person with disabilities [24 CFR 5.403].

**6-II.D. MEDICAL EXPENSES DEDUCTION [24 CFR 5.611(a)(3)(i)]**

Unreimbursed medical expenses may be deducted to the extent that, in combination with any disability assistance expenses, they exceed three percent of annual income.

The medical expense deduction is permitted only for families in which the head, spouse, or co-head is at least 62 or is a person with disabilities. If a family is eligible for a medical expense deduction, the medical expenses of all family members are counted [VG, p. 28].

**Definition of Medical Expenses**

HUD regulations define *medical expenses* at 24 CFR 5.603(b) to mean “medical expenses, including medical insurance premiums, that are anticipated during the period for which annual income is computed, and that are not covered by insurance.”

**DHA Policy**

The most current IRS Publication 502, *Medical and Dental Expenses*, will be used to determine the costs that qualify as medical expenses.
**Summary of Allowable Medical Expenses from IRS Publication 502**

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<td>Services of medical facilities</td>
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<tr>
<td>Hospitalization, long-term care, and in-home nursing services</td>
<td>The cost and care of necessary equipment related to a medical condition (e.g., eyeglasses/lenses, hearing aids, crutches, and artificial teeth)</td>
</tr>
<tr>
<td>Prescription medicines and insulin, but not nonprescription medicines even if recommended by a doctor</td>
<td>Cost and continuing care of necessary service animals</td>
</tr>
<tr>
<td>Improvements to housing directly related to medical needs (e.g., ramps for a wheelchair, handrails)</td>
<td>Medical insurance premiums or the cost of a health maintenance organization (HMO)</td>
</tr>
</tbody>
</table>

**Note:** This chart provides a summary of eligible medical expenses only. Detailed information is provided in IRS Publication 502. Medical expenses are considered only to the extent they are not reimbursed by insurance or some other source.

**Families That Qualify for Both Medical and Disability Assistance Expenses**

**DHA Policy**

This policy applies only to families in which the head, spouse, or co-head is 62 or older or is a person with disabilities.

When expenses anticipated by a family could be defined as either medical or disability assistance expenses, DHA will consider them medical expenses unless it is clear that the expenses are incurred exclusively to enable a person with disabilities to work.

**6-II.E. DISABILITY ASSISTANCE EXPENSES DEDUCTION [24 CFR 5.603(b) and 24 CFR 5.611(a)(3)(ii)]**

Reasonable expenses for attendant care and auxiliary apparatus for a disabled family member may be deducted if they: (1) are necessary to enable a family member 18 years or older to work, (2) are not paid to a family member or reimbursed by an outside source, (3) in combination with any medical expenses, exceed three percent of annual income, and (4) do not exceed the earned income received by the family member who is enabled to work.

**Earned Income Limit on the Disability Assistance Expense Deduction**

A family can qualify for the disability assistance expense deduction only if at least one family member (who may be the person with disabilities) is enabled to work [24 CFR 5.603(b)]. The disability expense deduction is capped by the amount of “earned income received by family
members who are 18 years of age or older and who are able to work” because of the expense [24 CFR 5.611(a)(3)(ii)]. The earned income used for this purpose is the amount verified before any earned income disallowances or income exclusions are applied.

**DHA Policy**

The family must identify the family members enabled to work as a result of the disability assistance expenses. In evaluating the family’s request, DHA will consider factors such as how the work schedule of the relevant family members relates to the hours of care provided, the time required for transportation, the relationship of the family members to the person with disabilities, and any special needs of the person with disabilities that might determine which family members are enabled to work.

When DHA determines that the disability assistance expenses enable more than one family member to work, the expenses will be capped by the sum of the family members’ incomes.

**Eligible Disability Expenses**

Examples of auxiliary apparatus are provided in the *HCV Guidebook* as follows: “Auxiliary apparatus are items such as wheelchairs, ramps, adaptations to vehicles, or special equipment to enable a blind person to read or type, but only if these items are directly related to permitting the disabled person or other family member to work” [HCV GB, p. 5-30].

HUD advises DHA to further define and describe auxiliary apparatus [VG, p. 30].

**Eligible Auxiliary Apparatus**

**DHA Policy**

Expenses incurred for maintaining or repairing an auxiliary apparatus are eligible. In the case of an apparatus that is specially adapted to accommodate a person with disabilities (e.g., a vehicle or computer), the cost to maintain the special adaptations (but not maintenance of the apparatus itself) is an eligible expense. The cost of service animals trained to give assistance to persons with disabilities, including the cost of acquiring the animal, veterinary care, food, grooming, and other continuing costs of care, will be included.

**Eligible Attendant Care**

The family determines the type of attendant care that is appropriate for the person with disabilities.

**DHA Policy**

Attendant care includes, but is not limited to, reasonable costs for home medical care, nursing services, in-home or center-based care services, interpreters for persons with hearing impairments, and readers for persons with visual disabilities.
Attendant care expenses will be included for the period that the person enabled to work is employed plus reasonable transportation time. The cost of general housekeeping and personal services is not an eligible attendant care expense. However, if the person enabled to work is the person with disabilities, personal services necessary to enable the person with disabilities to work are eligible.

If the care attendant also provides other services to the family, DHA will prorate the cost and allow only that portion of the expenses attributable to attendant care that enables a family member to work. For example, if the care provider also cares for a child who is not the person with disabilities, the cost of care must be prorated. Unless otherwise specified by the care provider, the calculation will be based upon the number of hours spent in each activity and/or the number of persons under care.

**Payments to Family Members**
No disability assistance expenses may be deducted for payments to a member of an assisted family [24 CFR 5.603(b)]. However, expenses paid to a relative who is not a member of the assisted family may be deducted if they are not reimbursed by an outside source.

**Necessary and Reasonable Expenses**
The family determines the type of care or auxiliary apparatus to be provided and must describe how the expenses enable a family member to work. The family must certify that the disability assistance expenses are necessary and are not paid or reimbursed by any other source.

**DHA Policy**
DHA determines the reasonableness of the expenses based on typical costs of care or apparatus in the locality. To establish typical costs, DHA will collect information from organizations that provide services and support to persons with disabilities. A family may present, and DHA will consider, the family’s justification for costs that exceed typical costs in the area.

**Families That Qualify for Both Medical and Disability Assistance Expenses**

**DHA Policy**
This policy applies only to families in which the head or spouse is 62 or older or is a person with disabilities.

When expenses anticipated by a family could be defined as either medical or disability assistance expenses, DHA will consider them medical expenses unless it is clear that the expenses are incurred exclusively to enable a person with disabilities to work.

**6-II.F. CHILD CARE EXPENSE DEDUCTION**
HUD defines *child care expenses* at 24 CFR 5.603(b) as “amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek.
employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care. In the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income.”

Clarifying the Meaning of Child for This Deduction
Child care expenses do not include child support payments made to another on behalf of a minor who is not living in an assisted family’s household [VG, p. 26]. However, child care expenses for foster children that are living in the assisted family’s household, are included when determining the family’s child care expenses [HCV GB, p. 5-29].

Qualifying for the Deduction

Determining Who Is Enabled to Pursue an Eligible Activity

DHA Policy
The family must identify the family member(s) enabled to pursue an eligible activity. The term eligible activity in this section means any of the activities that may make the family eligible for a child care deduction (seeking work, pursuing an education, or being gainfully employed).

In evaluating the family’s request, DHA will consider factors such as how the schedule for the claimed activity relates to the hours of care provided, the time required for transportation, the relationship of the family member(s) to the child, and any special needs of the child that might help determine which family member is enabled to pursue an eligible activity.

Seeking Work

DHA Policy
If the child care expense being claimed is to enable a family member to seek employment, the family must provide evidence of the family member’s efforts to obtain employment at each reexamination. The deduction may be reduced or denied if the family member’s job search efforts are not commensurate with the child care expense being allowed by DHA.

Furthering Education

DHA Policy
If the child care expense being claimed is to enable a family member to further his or her education, the member must be enrolled in school (academic or vocational) or participating in a formal training program. The family member is not required to be a full-time student, but the time spent in educational activities must be commensurate with the child care claimed.


**Being Gainfully Employed**

**DHA Policy**

If the child care expense being claimed is to enable a family member to be gainfully employed, the family must provide evidence of the family member’s employment during the time that child care is being provided. Gainful employment is any legal work activity (full- or part-time) for which a family member is compensated.

**Earned Income Limit on Child Care Expense Deduction**

When a family member looks for work or furthers his or her education, there is no cap on the amount that may be deducted for child care – although the care must still be necessary and reasonable. However, when child care enables a family member to work, the deduction is capped by “the amount of employment income that is included in annual income” [24 CFR 5.603(b)]. The earned income used for this purpose is the amount of earned income verified after any earned income disallowances or income exclusions are applied.

When the person who is enabled to work is a person with disabilities who receives the earned income disallowance (EID) or a full-time student whose earned income above $480 is excluded, child care costs related to enabling a family member to work may not exceed the portion of the person’s earned income that actually is included in annual income. For example, if a family member who qualifies for the EID makes $15,000 but because of the EID only $5,000 is included in annual income, child care expenses are limited to $5,000.

DHA must not limit the deduction to the least expensive type of child care. If the care allows the family to pursue more than one eligible activity, including work, the cap is calculated in proportion to the amount of time spent working [HCV GB, p. 5-30].

**DHA Policy**

When the child care expense being claimed is to enable a family member to work, only one family member’s income will be considered for a given period of time. When more than one family member works during a given period, DHA generally will limit allowable child care expenses to the earned income of the lowest-paid member. The family may provide information that supports a request to designate another family member as the person enabled to work.

**Eligible Child Care Expenses**

The type of care to be provided is determined by the assisted family. DHA may not refuse to give a family the child care expense deduction because there is an adult family member in the household that may be available to provide child care [VG, p. 26].

**Allowable Child Care Activities**

**DHA Policy**

For school-age children, costs attributable to public or private school activities during standard school hours are not considered. Expenses incurred for supervised activities...
after school or during school holidays (e.g., summer day camp, after-school sports league) are allowable forms of child care.

The costs of general housekeeping and personal services are not eligible. Likewise, child care expenses paid to a family member who lives in the family’s unit are not eligible; however, payments for child care to relatives who do not live in the unit are eligible.

If a child care provider also renders other services to a family or child care is used to enable a family member to conduct activities that are not eligible for consideration, DHA will prorate the costs and allow only that portion of the expenses that is attributable to child care for eligible activities. For example, if the care provider also cares for a child with disabilities who is 13 or older, the cost of care will be prorated. Unless otherwise specified by the child care provider, the calculation will be based upon the number of hours spent in each activity and/or the number of persons under care.

**Necessary and Reasonable Costs**

Child care expenses will be considered necessary if: (1) a family adequately explains how the care enables a family member to work, actively seek employment, or further his or her education, and (2) the family certifies, and the child care provider verifies, that the expenses are not paid or reimbursed by any other source.

**DHA Policy**

Child care expenses will be considered for the time required for the eligible activity plus reasonable transportation time. For child care that enables a family member to go to school, the time allowed may include not more than one study hour for each hour spent in class.

To establish the reasonableness of child care costs, DHA will use the schedule of child care costs from the local welfare agency. Families may present, and DHA will consider, justification for costs that exceed typical costs in the area.

**PART III: CALCULATING FAMILY SHARE AND DHA SUBSIDY**

6-III.A. OVERVIEW OF RENT AND SUBSIDY CALCULATIONS

**TTP Formula [24 CFR 5.628]**

HUD regulations specify the formula for calculating the total tenant payment (TTP) for an assisted family. TTP is the highest of the following amounts, rounded to the nearest dollar:

- 30 percent of the family’s monthly adjusted income (adjusted income is defined in Part II)
- 10 percent of the family’s monthly gross income (annual income, as defined in Part I, divided by 12)
- The welfare rent (in as-paid states only)
- A minimum rent between $0 and $50 that is established by DHA
DHA has authority to suspend and exempt families from minimum rent when a financial hardship exists, as defined in section 6-III.B.

The amount that a family pays for rent and utilities (the family share) will never be less than the family’s TTP but may be greater than the TTP depending on the rent charged for the unit the family selects.

**Welfare Rent [24 CFR 5.628]**

DHA Policy
Welfare rent does not apply in this locality.

**Minimum Rent [24 CFR 5.630]**

DHA Policy
The minimum rent for this locality is $50.

**Family Share [24 CFR 982.305(a)(5)]**
If a family chooses a unit with a gross rent (rent to owner plus an allowance for tenant-paid utilities) that exceeds DHA’s applicable payment standard: (1) the family will pay more than the TTP, and (2) at initial occupancy DHA may not approve the tenancy if it would require the family share to exceed 40 percent of the family’s monthly adjusted income. The income used for this determination must have been verified no earlier than 60 days before the family’s voucher was issued. (For a discussion of the application of payment standards, see section 6-III.C.)

**PHA Subsidy [24 CFR 982.505(b)]**
DHA will pay a monthly housing assistance payment (HAP) for a family that is equal to the lower of (1) the applicable payment standard for the family minus the family’s TTP or (2) the gross rent for the family’s unit minus the TTP. (For a discussion of the application of payment standards, see section 6-III.C.)

**Utility Reimbursement [24 CFR 982.514(b)]**
When DHA subsidy for a family exceeds the rent to owner, the family is due a utility reimbursement. HUD permits DHA to pay the reimbursement to the family or directly to the utility provider.

DHA Policy
DHA will make utility reimbursements to the utility provider. In this case, the family must supply DHA with the account number of the service provider, to ensure the utility reimbursement is accurately posted to the account maintained by the family.
6-III.B. FINANCIAL HARDSHIPS AFFECTING MINIMUM RENT [24 CFR 5.630]

Overview
If DHA establishes a minimum rent greater than zero, DHA must grant an exemption from the minimum rent if a family is unable to pay the minimum rent because of financial hardship.

The financial hardship exemption applies only to families required to pay the minimum rent. If a family’s TTP is higher than the minimum rent, the family is not eligible for a hardship exemption. If DHA determines that a hardship exists, the family share is the highest of the remaining components of the family’s calculated TTP.

HUD-Defined Financial Hardship
Financial hardship includes the following situations:

(1) The family has lost eligibility for or is awaiting an eligibility determination for a federal, state, or local assistance program. This includes a family member who is a noncitizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Act of 1996.

   **DHA Policy**
   A hardship will be considered to exist only if the loss of eligibility has an impact on the family’s ability to pay the minimum rent.

   For a family waiting for a determination of eligibility, the hardship period will end as of the first of the month following: (1) implementation of assistance, if approved, or (2) the decision to deny assistance. A family whose request for assistance is denied may request a hardship exemption based upon one of the other allowable hardship circumstances.

(2) The family would be evicted because it is unable to pay the minimum rent.

   **DHA Policy**
   For a family to qualify under this provision, the cause of the potential eviction must be the family’s failure to pay rent to the owner or tenant-paid utilities.

(3) Family income has decreased because of changed family circumstances, including the loss of employment.

(4) A death has occurred in the family.

   **DHA Policy**
   In order to qualify under this provision, a family must describe how the death has created a financial hardship (e.g., because of funeral-related expenses or the loss of the family member’s income).
(5) The family has experienced other circumstances determined by DHA.

**DHA Policy**
DHA has not established any additional hardship criteria.

**Implementation of Hardship Exemption**

**Determination of Hardship**
When a family requests a financial hardship exemption, DHA must suspend the minimum rent requirement beginning the first of the month following the family’s request. DHA then determines whether the financial hardship exists and whether the hardship is temporary or long-term.

**DHA Policy**
DHA defines temporary hardship as a hardship expected to last 90 days or less. Long-term hardship is defined as a hardship expected to last more than 90 days.

When the minimum rent is suspended, the family share reverts to the highest of the remaining components of the calculated TTP. The example below demonstrates the effect of the minimum rent exemption.

<table>
<thead>
<tr>
<th>Example: Impact of Minimum Rent Exemption</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assume DHA has established a minimum rent of $35.</td>
</tr>
<tr>
<td><strong>Family Share – No Hardship</strong></td>
</tr>
<tr>
<td>$0</td>
</tr>
<tr>
<td>$15</td>
</tr>
<tr>
<td>N/A</td>
</tr>
<tr>
<td>$35</td>
</tr>
<tr>
<td>Minimum rent applies.</td>
</tr>
<tr>
<td>TTP = $35</td>
</tr>
</tbody>
</table>

**DHA Policy**
To qualify for a hardship exemption, a family must submit a request for a hardship exemption in writing. The request must explain the nature of the hardship and how the hardship has affected the family’s ability to pay the minimum rent. [See Exhibit 6-6]

DHA will make the determination of hardship within 30 calendar days.

**No Financial Hardship**
If DHA determines there is no financial hardship, DHA will reinstate the minimum rent and require the family to repay the amounts suspended.

**DHA Policy**
DHA will require the family to repay the suspended amount within 30 calendar days of DHA’s notice that a hardship exemption has not been granted.
**Temporary Hardship**
If DHA determines that a qualifying financial hardship is temporary, DHA must suspend the minimum rent for the 90-day period beginning the first of the month following the date of the family’s request for a hardship exemption.

At the end of the 90-day suspension period, the family must resume payment of the minimum rent and must repay DHA the amounts suspended. HUD requires DHA to offer a reasonable repayment agreement, on terms and conditions established by DHA. DHA also may determine that circumstances have changed and the hardship is now a long-term hardship.

**DHA Policy**
DHA will enter into a repayment agreement in accordance with the procedures found in Chapter 16 of this plan.

**Long-Term Hardship**
If DHA determines that the financial hardship is long-term, DHA must exempt the family from the minimum rent requirement for so long as the hardship continues. The exemption will apply from the first of the month following the family’s request until the end of the qualifying hardship. When the financial hardship has been determined to be long-term, the family is not required to repay the minimum rent.

**DHA Policy**
The hardship period ends when any of the following circumstances apply:

1. At an interim or annual reexamination, the family’s calculated TTP is greater than the minimum rent.
2. For hardship conditions based on loss of income, the hardship condition will continue to be recognized until new sources of income are received that are at least equal to the amount lost. For example, if a hardship is approved because a family no longer receives a $60/month child support payment, the hardship will continue to exist until the family receives at least $60/month in income from another source or once again begins to receive the child support.
3. For hardship conditions based upon hardship-related expenses, the minimum rent exemption will continue to be recognized until the cumulative amount exempted is equal to the expense incurred.

**6-III.C. APPLYING PAYMENT STANDARDS [24 CFR 982.505]**
**Overview**
DHA’s schedule of payment standards is used to calculate housing assistance payments for HCV families. This section covers the application of DHA’s payment standards. The establishment and revision of DHA’s payment standard schedule are covered in Chapter 16.

*Payment standard* is defined as “the maximum monthly assistance payment for a family assisted
in the voucher program (before deducting the total tenant payment by the family)” [24 CFR 982.4(b)].

The payment standard for a family is the lower of (1) the payment standard for the family unit size, which is defined as the appropriate number of bedrooms for the family under DHA’s subsidy standards [24 CFR 982.4(b)], or (2) the payment standard for the size of the dwelling unit rented by the family.

If DHA has established an exception payment standard for a designated part of an FMR area and a family’s unit is located in the exception area, DHA must use the appropriate payment standard for the exception area.

DHA is required to pay a monthly housing assistance payment (HAP) for a family that is the lower of (1) the payment standard for the family minus the family’s TTP or (2) the gross rent for the family’s unit minus the TTP.

If during the term of the HAP contract for a family’s unit, the owner lowers the rent, DHA will recalculate the HAP using the lower of the initial payment standard or the gross rent for the unit [HCV GB, p. 7-8].

Changes in Payment Standards
When DHA revises its payment standards during the term of the HAP contract for a family’s unit, it will apply the new payment standards in accordance with HUD regulations.

Decreases
If the amount on the payment standard schedule is decreased during the term of the HAP contract, the lower payment standard generally will be used beginning at the effective date of the family’s second regular reexamination following the effective date of the decrease in the payment standard. DHA will determine the payment standard for the family as follows:

**Step 1:** At the first regular reexamination following the decrease in the payment standard, DHA will determine the payment standard for the family using the lower of the payment standard for the family unit size or the size of the dwelling unit rented by the family.

**Step 2:** DHA will compare the payment standard from step 1 to the payment standard last used to calculate the monthly housing assistance payment for the family. The payment standard used by DHA at the first regular reexamination following the decrease in the payment standard will be the higher of these two payment standards. DHA will advise the family that the application of the lower payment standard will be deferred until the second regular reexamination following the effective date of the decrease in the payment standard.

**Step 3:** At the second regular reexamination following the decrease in the payment standard, the lower payment standard will be used to calculate the monthly housing assistance payment for the family unless DHA has subsequently increased the payment standard, in which case the
payment standard will be determined in accordance with procedures for increases in payment standards described below.

**Increases**
If the payment standard is increased during the term of the HAP contract, the increased payment standard will be used to calculate the monthly housing assistance payment for the family beginning on the effective date of the family’s first regular reexamination on or after the effective date of the increase in the payment standard.

Families requiring or requesting interim reexaminations will not have their HAP payments calculated using the higher payment standard until their next annual reexamination [HCV GB, p. 7-8].

**Changes in Family Unit Size**
Irrespective of any increase or decrease in the payment standard, if the family unit size increases or decreases during the HAP contract term, the new family unit size must be used to determine the payment standard for the family beginning at the family’s first regular reexamination following the change in family unit size.

**Reasonable Accommodation**
If a family requires a higher payment standard as a reasonable accommodation for a family member who is a person with disabilities, DHA is allowed to establish a higher payment standard for the family within the basic range.

**6-III.D. APPLYING UTILITY ALLOWANCES [24 CFR 982.517]**

**Overview**
A DHA-established utility allowance schedule is used in determining family share and DHA subsidy. DHA must use the appropriate utility allowance for the size of dwelling unit actually leased by a family rather than the voucher unit size for which the family qualifies using DHA subsidy standards. See Chapter 5 for information on DHA’s subsidy standards.

For policies on establishing and updating utility allowances, see Chapter 16.

**Reasonable Accommodation**
HCV program regulations require a DHA to approve a utility allowance amount higher than shown on DHA’s schedule if a higher allowance is needed as a reasonable accommodation for a family member with a disability. For example, if a family member with a disability requires such an accommodation, DHA will approve an allowance for air-conditioning, even if DHA has determined that an allowance for air-conditioning generally is not needed.

The family must request the higher allowance and provide DHA with an explanation of the need for the reasonable accommodation and information about the amount of additional allowance required [HCV GB, p. 18-8].

**Utility Allowance Revisions**
At reexamination, DHA must use DHA current utility allowance schedule [24 CFR 982.517(d)(2)].
DHA Policy
Revised utility allowances will be applied to a family’s rent and subsidy calculations at the first annual reexamination that is effective after the allowance is adopted.

6-III.E. PRORATED ASSISTANCE FOR MIXED FAMILIES [24 CFR 5.520]
HUD regulations prohibit assistance to ineligible family members. A mixed family is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible family members. DHA must prorate the assistance provided to a mixed family. DHA will first determine assistance as if all family members were eligible and then prorate the assistance based upon the percentage of family members that actually are eligible. For example, if DHA subsidy for a family is calculated at $500 and two of four family members are ineligible, DHA subsidy would be reduced to $250.
EXHIBIT 6-1: ANNUAL INCOME INCLUSIONS

24 CFR 5.609

(a) Annual income means all amounts, monetary or not, which:

(1) Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member; or

(2) Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and

(3) Which are not specifically excluded in paragraph (c) of this section.

(4) Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.

(b) Annual income includes, but is not limited to:

(1) The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;

(2) The net income from 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 Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family;

(3) Interest, dividends, and other net income of any kind from real or personal property.

Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in paragraph (b)(2) of this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of $5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD;

(4) The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (except as provided in paragraph (c)(14) of this section);

(5) Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except as provided in paragraph (c)(3) of this section);
(6) Welfare assistance payments.

(i) Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income only to the extent such payments:

(A) Qualify as assistance under the TANF program definition at 45 CFR 260.31; and

(B) Are not otherwise excluded under paragraph (c) of this section.

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

(A) The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus

(B) The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage.

(7) Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling;

(8) All regular pay, special pay and allowances of a member of the Armed Forces (except as provided in paragraph (c)(7) of this section)

(9) For section 8 programs only and as provided in 24 CFR 5.612, any financial assistance, in excess of amounts received for tuition, that an individual receives under the Higher Education Act of 1965 (20 U.S.C. 1001 et seq.), from private sources, or from an institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C. 1002)), shall be considered income to that individual, except that financial assistance described in this paragraph is not considered annual income for persons over the age of 23 with dependent children. For purposes of this paragraph, “financial assistance” does not include loan proceeds for the purpose of determining income.

HHS DEFINITION OF "ASSISTANCE"

45 CFR: GENERAL TEMPORARY ASSISTANCE FOR NEEDY FAMILIES

260.31 What does the term “assistance” mean?

(a)(1) The term “assistance” includes cash, payments, vouchers, and other forms of benefits designed to meet a family’s ongoing basic needs (i.e., for food, clothing, shelter, utilities, household goods, personal care items, and general incidental expenses).
(2) It includes such benefits even when they are:
   (i) Provided in the form of payments by a TANF agency, or other agency on its behalf, to individual recipients; and
   (ii) Conditioned on participation in work experience or community service (or any other work activity under 261.30 of this chapter)

(3) Except where excluded under paragraph (b) of this section, it also includes supportive services such as transportation and child care provided to families who are not employed.

(b) [The definition of “assistance”] excludes: (1) Non-recurrent, short-term benefits that:
   (i) Are designed to deal with a specific crisis situation or episode of need;
   (ii) Are not intended to meet recurrent or ongoing needs; and
   (iii) Will not extend beyond four months.

(2) Work subsidies (i.e., payments to employers or third parties to help cover the costs of employee wages, benefits, supervision, and training);

(3) Supportive services such as child care and transportation provided to families who are employed;

(4) Refundable earned income tax credits;

(5) Contributions to, and distributions from, Individual Development Accounts;

(6) Services such as counseling, case management, peer support, child care information and referral, transitional services, job retention, job advancement, and other employment-related services that do not provide basic income support; and

(7) Transportation benefits provided under a Job Access or Reverse Commute project, pursuant to section 404(k) of [the Social Security] Act, to an individual who is not otherwise receiving assistance.
(c) Annual income does not include the following:

1. Income from employment of children (including foster children) under the age of 18 years;

2. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);

3. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (except as provided in paragraph (b)(5) of this section);

4. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;

5. Income of a live-in aide, as defined in Sec. 5.403;

6. Subject to paragraph (b)(9) of this section, the full amount of student financial assistance paid directly to the student or to the educational institution;

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

8. (i) Amounts received under training programs funded by HUD;

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

(iii) Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;

(iv) Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed $200 per month) received by a resident for performing a service for DHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of DHA's governing board. No resident may receive more than one such stipend during the same period of time;

(v) Incremental earnings and benefits resulting to any family member from participation in qualifying State 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;

9. Temporary, nonrecurring or sporadic income (including gifts);
(10) Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;

(11) Earnings in excess of $480 for each full-time student 18 years old or older (excluding the head of household and spouse);

(12) Adoption assistance payments in excess of $480 per adopted child;

(13) [Reserved]

(14) Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts.

(15) 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;

(16) Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or

(17) 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 any program to which the exclusions set forth in 24 CFR 5.609(c) apply. A notice will be published in the Federal Register and distributed to DHA and housing owners identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary. [See the following chart for a list of benefits that qualify for this exclusion.]

Sources of Income Excluded by Federal Statute from Consideration as Income for Purposes of Determining Eligibility or Benefits

a) The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017 (b));

b) Payments to Volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(g), 5058);

c) Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(c));

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

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

f) Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 U.S.C. 1552(b); (effective July 1, 2000, references to Job Training Partnership Act shall be deemed to refer to the corresponding provision of the Workforce Investment Act of 1998 (29 U.S.C. 2931);

g) Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub.L- 94-540, 90 Stat. 2503-04);
h) The first $2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U. S. Claims Court, the interests of individual Indians in trust or restricted lands, including the first $2000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C. 1407-1408);

i) Amounts of scholarships funded under title IV of the Higher Education Act of 1965, including awards under federal work-study program or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu);

j) Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056(f));

k) Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in Re Agent-product liability litigation, M.D.L. No. 381 (E.D.N.Y.);

l) Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721);

m) The value of any child care 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 U.S.C. 9858q);

n) Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32(j));

o) Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95-433);

p) Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d));

q) Any allowance paid under the provisions of 38 U.S.C. 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran (38 U.S.C. 1805);

r) Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602); and

s) Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931).
**EXHIBIT 6-3: TREATMENT OF FAMILY ASSETS 24 CFR 5.603(b) Net Family Assets**

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1)</td>
<td>Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.</td>
</tr>
<tr>
<td>(2)</td>
<td>In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income under Sec. 5.609.</td>
</tr>
<tr>
<td>(3)</td>
<td>In determining net family assets, DHA or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms.</td>
</tr>
<tr>
<td>(4)</td>
<td>For purposes of determining annual income under Sec. 5.609, the term &quot;net family assets&quot; does not include the value of a home currently being purchased with assistance under part 982, subpart M of this title. This exclusion is limited to the first 10 years after the purchase date of the home.</td>
</tr>
</tbody>
</table>
EXHIBIT 6-4: EARNED INCOME DISALLOWANCE FOR PERSONS WITH DISABILITIES

24 CFR 5.617 Self-sufficiency incentives for persons with disabilities–Disallowance of increase in annual income.

(a) Applicable programs. The disallowance of increase in annual income provided by this section is applicable only to the following programs: HOME Investment Partnerships Program (24 CFR part 92); Housing Opportunities for Persons with AIDS (24 CFR part 574); Supportive Housing Program (24 CFR part 583); and the Housing Choice Voucher Program (24 CFR part 982).

(b) Definitions. The following definitions apply for purposes of this section.

Disallowance. Exclusion from annual income.

Previously unemployed includes a person with disabilities who has earned, in the twelve months previous to employment, no more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage.

Qualified family. A family residing in housing assisted under one of the programs listed in paragraph (a) of this section or receiving tenant-based rental assistance under one of the programs listed in paragraph (a) of this section.

(1) Whose annual income increases as a result of employment of a family member who is a person with disabilities and who was previously unemployed for one or more years prior to employment;

(2) Whose annual income increases as a result of increased earnings by a family member who is a person with disabilities during participation in any economic self-sufficiency or other job training program; or

(3) Whose annual income increases, as a result of new employment or increased earnings of a family member who is a person with disabilities, during or within six months after receiving assistance, benefits or services under any state program for temporary assistance for needy families funded under Part A of Title IV of the Social Security Act, as determined by the responsible entity in consultation with the local agencies administering temporary assistance for needy families (TANF) and Welfare-to-Work (WTW) programs. The TANF program is not limited to monthly income maintenance, but also includes such benefits and services as one-time payments, wage subsidies and transportation assistance-- provided that the total amount over a six-month period is at least $500.

(c) Disallowance of increase in annual income—

(1) Initial twelve month exclusion. During the cumulative twelve month period beginning on the date a member who is a person with disabilities of a qualified family is first employed or the family first experiences an increase in annual income attributable to employment, the responsible entity must exclude from annual income (as defined in the regulations governing the applicable program listed in paragraph (a) of this section) of a qualified family any increase in income of the family member who is a person with disabilities as a result of employment over prior income of that family member.
(2) Second twelve month exclusion and Phase-in. During the second cumulative twelve month period after the date a member who is a person with disabilities of a qualified family is first employed or the family first experiences an increase in annual income attributable to employment, the responsible entity must exclude from annual income of a qualified family fifty percent of any increase in income of such family member as a result of employment over income of that family member prior to the beginning of such employment.

(3) Maximum four year disallowance. The disallowance of increased income of an individual family member who is a person with disabilities as provided in paragraph (c)(1) or (c)(2) is limited to a lifetime 48 month period. The disallowance only applies for a maximum of twelve months for disallowance under paragraph (c)(1) and a maximum of twelve months for disallowance under paragraph (c)(2), during the 48 month period starting from the initial exclusion under paragraph (c)(1) of this section.

(d) Inapplicability to admission. The disallowance of increases in income as a result of employment of persons with disabilities under this section does not apply for purposes of admission to the program (including the determination of income eligibility or any income targeting that may be applicable).
EXHIBIT 6-5: THE EFFECT OF WELFARE BENEFIT REDUCTION
24 CFR 5.615
Public housing program and Section 8 tenant-based assistance program: How welfare benefit reduction affects family income

(a) Applicability. This section applies to covered families who reside in public housing (part 960 of this title) or receive Section 8 tenant-based assistance (part 982 of this title).

(b) Definitions. The following definitions apply for purposes of this section:

Covered families. Families who receive welfare assistance or other public assistance benefits ("welfare benefits") from a State or other public agency ("welfare agency") 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 such assistance.

Economic self-sufficiency program. See definition at Sec. 5.603.

Imputed welfare income. The amount of annual income not actually received by a family, as a result of a specified welfare benefit reduction, that is nonetheless included in the family's annual income for purposes of determining rent.

Specified welfare benefit reduction.

1) A reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare agency, because of fraud by a family member in connection with the welfare program; or because of welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.

2) "Specified welfare benefit reduction" does not include a reduction or termination of welfare benefits by the welfare agency:

(i) at expiration of a lifetime or other time limit on the payment of welfare benefits;

(ii) because a family member is not able to obtain employment, even though the family member has complied with welfare agency economic self-sufficiency or work activities requirements; or

(iii) because a family member has not complied with other welfare agency requirements.

(c) Imputed welfare income.

1) A family's annual income includes the amount of imputed welfare income (because of a specified welfare benefits reduction, as specified in notice to DHA by the welfare agency), plus the total amount of other annual income as determined in accordance with Sec. 5.609.

2) At the request of DHA, the welfare agency will inform DHA in writing of the amount and term of any specified welfare benefit reduction for a family member, and the reason for such reduction, and will also inform DHA of any subsequent changes in the term or amount of

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such specified welfare benefit reduction. DHA will use this information to determine the amount of imputed welfare income for a family.

(3) A family's annual income includes imputed welfare income in family annual income, as determined at DHA's interim or regular reexamination of family income and composition, during the term of the welfare benefits reduction (as specified in information provided to DHA by the welfare agency).

(4) The amount of the imputed welfare income is offset by the amount of additional income a family receives that commences after the time the sanction was imposed. When such additional income from other sources is at least equal to the imputed

(5) DHA may not include imputed welfare income in annual income if the family was not an assisted resident at the time of sanction.

(d) Review of DHA decision.

(1) Public housing. If a public housing tenant claims that DHA has not correctly calculated the amount of imputed welfare income in accordance with HUD requirements, and if DHA denies the family's request to modify such amount, DHA shall give the tenant written notice of such denial, with a brief explanation of the basis for DHA determination of the amount of imputed welfare income. DHA notice shall also state that if the tenant does not agree with DHA determination, the tenant may request a grievance hearing in accordance with part 966, subpart B of this title to review DHA determination. The tenant is not required to pay an escrow deposit pursuant to Sec. 966.55(e) for the portion of tenant rent attributable to the imputed welfare income in order to obtain a grievance hearing on DHA determination.

(2) Section 8 participant. A participant in the Section 8 tenant-based assistance program may request an informal hearing, in accordance with Sec. 982.555 of this title, to review DHA determination of the amount of imputed welfare income that must be included in the family's annual income in accordance with this section. If the family claims that such amount is not correctly calculated in accordance with HUD requirements, and if DHA denies the family's request to modify such amount, DHA shall give the family written notice of such denial, with a brief explanation of the basis for DHA determination of the amount of imputed welfare income. Such notice shall also state that if the family does not agree with DHA determination, the family may request an informal hearing on the determination under DHA hearing procedure.

(e) DHA relation with welfare agency.

(1) DHA must ask welfare agencies to inform DHA of any specified welfare benefits reduction for a family member, the reason for such reduction, the term of any such reduction, and any subsequent welfare agency determination affecting the amount or term of a specified welfare benefits reduction. If the welfare agency determines a specified welfare benefits reduction for a family member, and gives DHA written notice of such reduction, the family's annual incomes shall include the imputed welfare income because of the specified welfare benefits reduction.
(2) DHA is responsible for determining the amount of imputed welfare income that is included in the family's annual income as a result of a specified welfare benefits reduction as determined by the welfare agency, and specified in the notice by the welfare agency to DHA. However, DHA is not responsible for determining whether a reduction of welfare benefits by the welfare agency was correctly determined by the welfare agency in accordance with welfare program requirements and procedures, nor for providing the opportunity for review or hearing on such welfare agency determinations.

(3) Such welfare agency determinations are the responsibility of the welfare agency, and the family may seek appeal of such determinations through the welfare agency's normal due process procedures. DHA shall be entitled to rely on the welfare agency notice to DHA of the welfare agency's determination of a specified welfare benefits reduction.
Right to Minimum Rent Hardship Exception

I understand that I have the right to request an exception when my rent is calculated using the minimum rent of $50. To request this exception, I must submit a WRITTEN statement of my family hardship that qualifies my family for an exception. The Durham Housing Authority (DHA) will request documentation as proof of financial hardship and will review all requests for exception due to financial hardships.

To qualify for a hardship exception, my family circumstances must fall into one of the following criteria: (1) Lost eligibility or awaiting eligibility determination for Federal, State, or local assistance; (2) Family would be evicted as a result of charging the minimum rent; or (3) Family income has decreased because of changed circumstances, including loss of employment, death in the family or other circumstances as determined by DHA or HUD.

I also understand that the DHA will immediately suspend payment of minimum rent beginning the first of the following month. If DHA determines that there is no hardship covered by the statute, the minimum rent will be charged, including back payment for minimum rent from the time of suspension.

Based on DHA’s determination of the request, one of the following shall result:

1. FAMILY QUALIFIES: If the DHA determines that there is a Qualifying long-term financial hardship, the DHA shall not charge the family the minimum rent. The DHA will reimburse the family for minimum rent charges as due.

2. FAMILY QUALIFIES AS TEMPORARY HARDSHIP: If the DHA determines that the hardship is temporary, a minimum rent will not be charged for a period of up to 90 days from the date of the family’s request. At the end of the temporary suspension period, the minimum rent will be charged RETROACTIVELY to the time of suspension (Repayments agreements will be offered)

3. FAMILY DOES NOT QUALIFY: If the DHA determines that the minimum rent is NOT covered by statute, the DHA will charge the minimum rent, including payment for minimum rent from the time of suspension.
THE HOUSING AUTHORITY OF THE CITY OF DURHAM, NORTH CAROLINA DOES NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, RELIGION, SEX, DISABILITY, FAMILIAL STATUS OR NATIONAL ORIGIN.

ACKNOWLEDGEMENT

REPORTING CHANGES IN INCOME OR HOUSEHOLD COMPOSITION

I know I am required to report in writing, within ten (10) calendar days, any changes to income and household composition. I understand the rules regarding guests/visitors and when I must report anyone staying with me.

RIGHT TO MINIMUM RENT HARDSHIP EXCEPTION (READ ON BACK SIDE)

I have been informed of the right to request a minimum rent hardship exception as outlined in the form given to me.

______________________________  ____________
Head of Household’s Signature      Date

______________________________
Witness, HA Representative’s Signature  Date

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INTRODUCTION
DHA must verify all information that is used to establish the family’s eligibility and level of assistance and is required to obtain the family’s consent to collect the information. Applicants and program participants must cooperate with the verification process as a condition of receiving assistance. DHA must not pass on the cost of verification to the family.

DHA will follow the verification guidance provided by HUD in PIH Notice 2004-01 Verification Guidance and any subsequent guidance issued by HUD. This chapter summarizes those requirements and provides supplementary DHA policies.

Part I describes the general verification process. More detailed requirements related to individual factors are provided in subsequent parts including family information (Part II), income and assets (Part III), and mandatory deductions (Part IV).

Verification policies, rules and procedures will be modified as needed to accommodate persons with disabilities. All information obtained through the verification process will be handled in accordance with the records management policies of DHA.

PART I: GENERAL VERIFICATION REQUIREMENTS

7-I.A. FAMILY CONSENT TO RELEASE OF INFORMATION [24 CFR 982.516 AND 982.551, 24 CFR 5.230]
The family must supply any information that DHA or HUD determines is necessary to the administration of the program and must consent to DHA verification of that information [24 CFR 982.551].

Consent Forms
It is required that all adult applicants and participants sign form HUD-9886, Authorization for Release of Information. The purpose of form HUD-9886 is to facilitate automated data collection and computer matching from specific sources and provides the family’s consent only for the specific purposes listed on the form. HUD and DHA may collect information from State Wage Information Collection Agencies (SWICAs) and current and former employers of adult family members. Only HUD is authorized to collect information directly from the Internal Revenue Service (IRS) and the Social Security Administration (SSA). Adult family members must sign other consent forms as needed to collect information relevant to the family’s eligibility and level of assistance.

Penalties for Failing to Consent [24 CFR 5.232]
If any family member who is required to sign a consent form fails to do so, DHA will deny admission to applicants and terminate assistance of participants. The family may request an
informal review (applicants) or informal hearing (participants) in accordance with DHA procedures.

7-I.B. OVERVIEW OF VERIFICATION REQUIREMENTS

HUD’s Verification Hierarchy

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

DHA Policy

In order of priority, the forms of verification that DHA 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

DHA 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 DHA. The documents must not be damaged, altered or in any way illegible.

DHA 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, DHA would accept the most recent report.

Print-outs from web pages are considered original documents.

DHA staff member who views the original document must make a photocopy, annotate the copy with the name of the person who provided the document and the date the original was viewed, and sign the copy.
Any family self-certifications must be made in a format acceptable to DHA and must be signed in the presence of a DHA representative or DHA notary public.

File Documentation
DHA 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 DHA 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.

DHA Policy
DHA will document, in the family file, the following:

- Reported family annual income
- Value of assets
- Expenses related to deductions from annual income
- Other factors influencing the adjusted income or income-based rent determination

When DHA is unable to obtain 3rd party verification, DHA will document in the family file the reason that third-party verification was not available and will place a photocopy of any original document(s) in the family file. [24 CFR 960.259(c)(1); VG, p.15]

7-I.C. UP-FRONT INCOME VERIFICATION (UIV)
Up-front income verification (UIV) refers to DHA’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 DHA.

DHA Policy
DHA will inform all applicants and participants of its use of the following UIV resources during the admission and re-examination process:

- HUD’s EIV system, NC Fast Online Verification System, or online access to NC Employment Security Commission automated records.

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 DHA 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 DHA.
See Chapter 6 for DHA’s policy on the use of UIV/EIV to project annual income.

**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 DHA to use the EIV system when available. The following policies will apply when DHA 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.

**DHA Policy**

DHA 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 DHA 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 Chapter 14, Program Integrity.

**Income Discrepancy Reports (IDRs)**

The IDR is a tool for identifying families who may have concealed or under-reported income. Data in the IDR represents income for past reporting periods and may be between 6 months and 30 months old at the time IDRs are generated.
Families who have not concealed or under-reported income may appear on the IDR in some circumstances, such as loss of a job or addition of new family members.

**DHA Policy**
DHA will generate and review IDRs on a monthly basis. The IDR threshold percentage will be adjusted as necessary based on the findings in the IDRs. In reviewing IDRs, DHA will begin with the largest discrepancies. When DHA determines that a participant appearing on the IDR has not concealed or under-reported 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 IDR processing until a subsequent interim or annual reexamination has been completed.

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

When DHA determines through IDR review and third party verification that a family has concealed or under-reported income, corrective action will be taken pursuant to the policies in Chapter 14, Program Integrity.

**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.

**DHA Policy**
DHA will identify participants whose identity verification has failed as part of the annual reexamination process.

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

**7-I.D. THIRD-PARTY WRITTEN AND ORAL VERIFICATION**

**Reasonable Effort and Timing**
Unless third-party verification is not required as described below, HUD requires DHA to make at least two unsuccessful attempts to obtain third-party verification before using another form of verification [VG, p. 15].

**DHA Policy**
DHA will diligently seek third-party verification using a combination of written and oral requests to verification sources. Information received orally from third parties may
be used either to clarify information provided in writing by the third party or as independent verification when written third-party verification is not received in a timely fashion.

DHA may mail, fax, e-mail, or hand deliver third-party written verification requests and will accept third-party responses using any of these methods. DHA will send a written request for verification to each required source within 5 business days of securing a family’s authorization for the release of the information and give the source 10 business days to respond in writing. If a response has not been received by the 11th business day, DHA will request third-party oral verification. DHA will make a minimum of two attempts, one of which may be oral, to obtain third-party verification. A record of each attempt to contact the third-party source (including no-answer calls) and all contacts with the source will be documented in the file. Regarding third-party oral verification, DHA staff will record in the family’s file the name and title of the person contacted, the date and time of the conversation (or attempt), the telephone number used, and the facts provided.

When any source responds verbally to the initial written request for verification DHA will accept the verbal response as oral verification but will also request that the source complete and return any verification forms that were provided.

If a third party agrees to confirm in writing the information provided orally, DHA will wait no more than 5 business days for the information to be provided. If the information is not provided by the 6th business day, DHA will use any information provided orally in combination with reviewing family-provided documents.

When Third-Party Information is Late
When third-party verification has been requested and the timeframes for submission have been exceeded, DHA will use the information from documents on a provisional basis. If DHA later receives third-party verification that differs from the amounts used in income and rent determinations and it is past the deadline for processing the reexamination, DHA will conduct an interim reexamination to adjust the figures used for the reexamination, regardless of DHA’s interim reexamination policy.

When Third-Party Verification is Not Required
Primary Documents
Third-party verification is not required when legal documents are the primary source, such as a birth certificate or other legal documentation of birth.

Certain Assets and Expenses
DHA will accept a self-certification from a family as verification of assets disposed of for less than fair market value [HCV GB, p. 5-28].

DHA will determine that third-party verification is not available if the asset or expense
involves an insignificant amount, making it not cost-effective or reasonable to obtain third-party verification [VG, p. 15].

DHA Policy
DHA will use review of documents in lieu of requesting third-party verification when the market value of an individual asset or an expense is less than $500 annually and the family has original documents that support the declared amount.

Certain Income, Asset and Expense Sources
DHA will determine that third-party verification is not available when it is known that an income source does not have the ability to provide written or oral third-party verification [VG, p. 15]. For example, DHA will rely upon review of documents when DHA determines that a third party's privacy rules prohibit the source from disclosing information.

DHA Policy
DHA also will determine that third-party verification is not available when there is a service charge for verifying an asset or expense and the family has original documents that provide the necessary information.

DHA will document in the family file the reason that the third-party verification was not available and will place a photocopy of the original document(s) in the family file. [VG, p. 15]

If the family cannot provide original documents, DHA will pay the service charge required to obtain third-party verification, unless it is not cost effective in which case a self-certification will be acceptable as the only means of verification. The cost of verification will not be passed on to the family.

The cost of postage and envelopes to obtain third-party verification of income, assets, and expenses is not an unreasonable cost [VG, p. 18].

7-I.E. REVIEW OF DOCUMENTS
Using Review of Documents as Verification

DHA Policy
If DHA has determined that third-party verification is not available or not required, DHA will use documents provided by the family as verification.

DHA may also review documents when necessary to help clarify information provided by third parties. In such cases DHA will document in the file how DHA arrived at a final conclusion about the income or expense to include in its calculations.
7-I.F. SELF-CERTIFICATION

DHA Policy
When information cannot be verified by a third party or by review of documents, family members will be required to submit self-certifications attesting to the accuracy of the information they have provided to DHA.

DHA may require a family to certify that a family member does not receive a particular type of income or benefit.

The self-certification must be made in a format acceptable to DHA and must be signed by the family member whose information or status is being verified. All self-certifications must be signed in the presence of a DHA representative or DHA notary public.

PART II: VERIFYING FAMILY INFORMATION

7-II.A. VERIFICATION OF LEGAL IDENTITY

DHA Policy
DHA will require families to furnish verification of legal identity for each household member.

<table>
<thead>
<tr>
<th>Verification of Legal Identity for Adults</th>
<th>Verification of Legal Identity for Children</th>
</tr>
</thead>
<tbody>
<tr>
<td>Certificate of birth, naturalization papers</td>
<td>Certificate of birth</td>
</tr>
<tr>
<td>Church issued baptismal certificate</td>
<td>Adoption papers</td>
</tr>
<tr>
<td>Current valid driver's license or</td>
<td>Custody agreement</td>
</tr>
<tr>
<td>Department of Motor Vehicles</td>
<td>Health and Human Services ID</td>
</tr>
<tr>
<td>identification card</td>
<td>School records</td>
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<tr>
<td>U.S. military discharge (DD 214)</td>
<td></td>
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<tr>
<td>U.S. passport</td>
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<tr>
<td>Employer identification card</td>
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</tbody>
</table>

If a document submitted by a family is illegible or otherwise questionable, more than one of these documents may be required.

If none of these documents can be provided and at DHA’s discretion, a third party who knows the person may attest to the person’s identity. The certification must be provided in a format acceptable to DHA and be signed in the presence of a DHA representative or DHA notary public.

Legal identity will be verified on an as needed basis.
7-II.B. SOCIAL SECURITY NUMBERS [24 CFR 5.216 and HCV GB, p. 5-12]
For every family member, the family must provide documentation of a valid social security number (SSN), or a self-certification stating that no SSN has been issued. The self-certification must be executed personally by any family member 18 or older, or by a parent or guardian for a minor.

**DHA Policy**
DHA will also accept the following documents as evidence if the SSN is provided on the document:

- Driver’s license
- Other identification card issued by a federal, state, or local agency, a medical insurance company or provider, or employer or trade union
- Payroll stubs
- Benefit award letters from government agencies; retirement benefit letters; life insurance policies
- Court records (real estate, tax notices, marriage and divorce, judgment or bankruptcy records)

If the family reports an SSN but cannot provide acceptable documentation of the number, DHA will require a self-certification stating that documentation of the SSN cannot be provided at this time. DHA will require documentation of the SSN within 60 calendar days from the date of the family member’s self-certification mentioned above. If the family is an applicant, assistance cannot be provided until proper documentation of the SSN is provided.

**DHA Policy**
DHA will instruct the family to obtain a duplicate card from the local Social Security Administration (SSA) office.

For individuals who are at least 62 years of age and are unable to submit the required documentation of their SSN within the initial 60-day period, DHA will grant an additional 60 calendar days to provide documentation.

Social security numbers must be verified only once during continuously-assisted occupancy. If any family member obtains an SSN after admission to the program, the new SSN must be disclosed at the next regularly scheduled reexamination or interim.

The social security numbers of household members, such as live-in aids, must be verified for the purpose of conducting criminal background checks.

When the participating household adds a new member, including a child or children, the participant must submit the new members SSN at the time of the request for assistance or at the time of processing the interim re-examination/recertification of family composition.
1. SSN DISCLOSURE:

In accordance with 24 CFR 5.216, applicants and participants (including each member of the household) are required to disclose his/her assigned SSN, with the exception of the following individuals:

a. Those individuals who do not contend to have eligible immigration status (individuals who may be unlawfully present in the United States). These individuals in most instances would not be eligible for a SSN.

   1. A family that consists of a single household member (including a pregnant individual) who does not have eligible immigration status is **not eligible** for housing assistance and cannot be housed.

   2. A family that consists of two or more household members **and at least one** household member that has eligible immigration status, is classified as a mixed family, and **is eligible** for prorated assistance in accordance with 24 CFR 5.520. The PHA may **not** deny assistance to mixed families due to nondisclosure of an SSN by an individual who does not contend to have eligible immigration status.

b. Existing program participants as of January 31, 2010, who have previously disclosed their SSN and HUD has determined the SSN to be valid. PHAs may confirm HUD’s validation of the participant’s SSN by viewing the household’s **Summary Report** or the **Identity Verification Report** in the EIV system.

c. Existing program participant’s as of January 31, 2010, who are 62 years of age or older, and had not previously disclosed a valid SSN. This exemption continues even if the individual moves to a new assisted unit.

Disclosure of SSNs is considered information subject to the Federal Privacy Act (5 USC 552a, as amended). In accordance with 24 CFR 5.212, the collection, maintenance, use, and dissemination of SSNs, any information deprived from SSNs and income information must be conducted, to the extent applicable, in compliance with that Act and all other provisions of Feder, State, and local law.

2. SSN DOCUMENTATION:

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

a. An original SSN card issued by SSA;

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

It should be noted that most (if not all) individuals who are lawfully present in the U.S. have been assigned a SSN. Many existing laws require the disclosure of the SSN for various purposes. All applicants and participants, including each member of the household (with the exception of those individuals noted in the SSN Disclosure Policy) are required to disclose his/her assigned SSN.

The SSA issues three types of Social Security cards depending on an individual’s citizen or non-citizen status and whether or not a non-citizen is authorized by the Department of Homeland Security (DHS) to work in the United States. The include:

1. The first type of card shows the individual’s name and SSN only. This is the card most people have and reflects the fact that the holder can work in the U.S. without restriction. SSA issues this card to:
   - U.S. citizens; or
   - Non-citizens lawfully admitted to the United States for permanent residence and non-citizens with DHS permission to work permanently in the United States (i.e. refugees and asylees).

2. The second type of card bears, in addition to the individual’s name and SSN, the legend: “NOT VALID FOR EMPLOYMENT”. SSA issues this card to lawful non-citizens who do not have DHS permission to work, but are required by law to provide a SSN to obtain general assistance benefits that they already have qualified for.

3. The third type of card bears, in addition to the individual’s name and SSN, the legend: “VALID FOR WORK ONLY WITH DHS AUTHORIZATION”. SSA issues this card to people with DHS permission to work temporarily in the United States.

SSA verifies all non-citizens’ documents with DHS before a SSN card is issued to a non-citizen.

3. REJECTION OF DOCUMENTATION:

The PHA may reject documentation of the SSN provided by the applicant or participant for only the following reasons:

1. The document is not an original document; or

2. The original document has been altered, mutilated, or not legible; or

3. The document appears to be a forged document (i.e. does not appear to be authentic).
The PHA should explain to the applicant or participant, the reason(s) the document is not acceptable and request the individual to obtain acceptable documentation of the SSN and submit it to the PHA within a 60 day timeframe.

4. VERIFICATION OF THE SSN:

The PHA shall verify each disclosed SSN by:

a. Obtaining the documentation listed under Section 2 from applicants and participants (including each member of the household);

b. Making a copy of the original documentation submitted; returning it to the individual, and retaining a copy in the file folder; and

c. Recording the SSN on line 3n of the form HUD-50058, and transmitting the form HUD-50058 to HUD within a timely manner. PHAs are encouraged to transmit the form HUD-50058 within 30 calendar days of completing the form, to enable HUD to initiate its computer matching efforts. Note: not applicable to applicants.

HUD, via its computer matching program with the SSA, will validate the SSN (along with the individual’s name and date of birth) against the SSA’s database. EIV will report the status of the identity verification process as Verified, Failed, Not Verified, or Deceased on the household Summary Report.

5. INDIVIDUAL’S WITHOUT AN ASSIGNED SSN:

It is not uncommon for certain individuals to not have a SSA-assigned SSN. Below is a listing of such individuals, which is not all-inclusive:

a. Newborn children (these individuals will be issued a SSN upon SSA confirmation of birth)

b. Non-citizens lawfully present in the U.S. (these individuals will be issued a SSN upon SSA confirmation of the individual’s DHA documentation or confirmation that the individual is required by law to provide a Social Security number to receive general assistance benefits that they already have qualified for)

c. Non-citizens unlawfully present in the U.S. (these individuals cannot be assigned a SSN)

Citizens and lawfully present non-citizens who state that they have not been assigned a SSN by the SSA, should make such declaration in writing and under penalties of perjury to the PHA. The PHA should maintain the declaration in the tenant file.

DHA shall use the Alternate ID (ALTD ID) generator within the Public and Indian Housing Information Center (PIC) to generate a unique identifier for those individuals who do not have or
or are unable to disclose a SSN.

Once an individual discloses a SSN, the DHA will delete the ALT ID, enter the SSN on line 3n of the form HUD-50058, and transmit the form HUD-50058 to HUD within 30 calendar days of receipt of the SSN.

6. ADDITION OF A NEW HOUSEHOLD MEMBER

When a participant requests to add a new household member, who is at least six years of age or under the age of six and has an assigned SSN, to the family, the participant must disclose the assigned SSN and provide the PHA with the documentation referenced in Section 2 at the time of such request, or at the time of processing the interim or annual re-examination of family income and/or composition. If the family is unable to provide the required documentation of the SSN, the PHA may not add the new household member until the family provides such documentation.

When a participant requests to add a new household member, who is under the age of six and does not have an assigned SSN, the participant must disclose the assigned SSN and provide the PHA with documentation referenced in Section 2 of this notice within 90 calendar days of the child being added to the household.

If the family is unable to disclose and provide evidence of the SSN within 90 calendar days, the PHA is required to grant the family an additional 90-day period to comply with the SSN disclosure and documentation requirement, if the PHA determines the family was unable to comply with the requirements due to circumstances that could not have reasonably been foreseen and were outside the control of the family. Examples include but are not limited to: delayed processing of SSN application by SSA, natural disaster, fire, death in family, etc.

The child is to be included as part of the assisted household and entitled to all the benefits of being a household member during the allotted time for the family to comply with the SSN disclosure and documentation requirements. The PHA should generate an ALT ID as referenced in Section 5 of this policy. Upon expiration of the provided time period, if the family has not complied with the SSN disclosure and documentation requirements, the PHA must terminate the family’s tenancy or assistance, or both of the entire family.

7. PENALTIES FOR FAILURE TO DISCLOSE AND/OR PROVIDE DOCUMENTATION OF THE SSN:

In accordance with 24 CFR 5.218, the following penalties apply for non-compliance with the SSN disclosure and documentation requirements:

a. Applicants. The PHA must deny the eligibility of an assistance applicant if s/he (including each member of the household required to disclose his/her SSN) does not disclose a SSN and/or provide documentation of such SSN. However, if the family is
otherwise eligible to participate in the program, the family may maintain his/her position on the waiting list for 60 days. (The PHA may grant the individual one 90-day extension, if in its discretion, determines that the individual’s failure to comply with the SSN documentation requirement was due to unforeseen circumstances and outside the control of the family.) If upon the expiration of the provided time period, the individual fails to comply with the SSN disclosure and documentation requirements, the PHA must terminate the tenancy or assistance, or both of the individual.

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

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

1. The failure to meet the SSN disclosure and documentation requirements was due to circumstances that could not have been foreseen and were outside the control of the family; and

2. There is a reasonable likelihood that the family will be able to disclose the SSN and provide such documentation of the SSN by the deadline.

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

7-II.C. DOCUMENTATION OF AGE
A birth certificate or other official record of birth is the preferred form of age verification for all family members. For elderly family members an original document that provides evidence of the receipt of social security retirement benefits is acceptable.

DHA Policy
If an official record of birth or evidence of social security retirement benefits cannot be provided, DHA will require the family to submit other documents that support the reported age of the family member (e.g., school records, driver's license if birth year is recorded) and to provide a self-certification.

Age must be verified only once during continuously-assisted occupancy.

7-II.D. FAMILY RELATIONSHIPS
Applicants and program participants are required to identify the relationship of each household member to the head of household. Definitions of the primary household relationships are
provided in the Eligibility chapter.

**DHA Policy**

Family relationships are verified only to the extent necessary to determine a family’s eligibility and level of assistance. Certification by the head of household normally is sufficient verification of family relationships.

**Marriage**

**DHA Policy**

Certification by the head of household is normally sufficient verification. If DHA has reasonable doubts about a marital relationship, DHA will require the family to document the marriage.

A marriage certificate generally is required to verify that a couple is married. In the case of a common law marriage, the couple must demonstrate that they hold themselves to be married (e.g., by telling the community they are married, calling each other husband and wife, using the same last name, filing joint income tax returns).

**Separation or Divorce**

**DHA Policy**

Certification by the head of household is normally sufficient verification. If DHA has reasonable doubts about a separation or divorce, DHA will require the family to document the divorce, or separation.

A certified copy of a divorce decree, signed by a court officer, is required to document that a couple is divorced.

A copy of a court-ordered maintenance or other court record is required to document a separation.

If no court document is available, documentation from a community-based agency will be accepted.

**Absence of Adult Member**

**DHA Policy**

If an adult member who was formerly a member of the household is reported to be permanently absent, the family must provide evidence to support that the person is no longer a member of the family (e.g., documentation of another address at which the person resides such as a lease or utility bill).
Foster Children and Foster Adults

DHA Policy
Third-party verification from the state or local government agency responsible for the placement of the individual with the family is required.

7-II.E. VERIFICATION OF STUDENT STATUS
General Requirements

DHA Policy
DHA requires families to provide information about the student status of all students who are 18 years of age or older. This information will be verified only if:

- The family reports full-time student status for an adult other than the head, spouse, or co-head.

- The family reports child care expenses to enable a family member to further his or her education.

- The family includes a student enrolled in an institution of higher education.

Restrictions on Assistance to Students Enrolled in Institutions of Higher Education
This section applies only to students who are seeking assistance on their own, separately from their parents. It does not apply to students residing with parents who are seeking or receiving HCV assistance.

DHA Policy
In accordance with the verification hierarchy described in Section 7-1.B, DHA will determine whether the student is exempt from the restrictions in 24 CFR 5.612. 24 CFR 5.612 prohibits HCV assistance to any individual who meets all of the following criteria:

- Is enrolled as a student at an institution of higher education, as defined under section 102 of the Higher Education Act of 1965 (20 U.S.C. 1002);

- Is under 24 years of age;

- Is not a veteran of the United States military, as defined in Section 3-II.E;

- Is unmarried;

- Does not have a dependant child, as defined in Section 3-II.E.
Is not a person with disabilities, as defined in Section 3-II.E, and was not receiving HCV assistance as of November 30, 2005;

and is not otherwise individually eligible, or has parents who, individually or jointly, are not eligible on the basis of income to receive HCV assistance.

If DHA verifies that the individual meets all of the above criteria, DHA will conclude that the student is subject to the restrictions on assistance at 24 CFR 5.612. If necessary to the determination of the individual’s status, DHA will verify the student’s parents’ income eligibility (see Section 7-III.J) or the student’s independence from his/her parents (see below).

**Independent Student**

**DHA Policy**

DHA will verify a student’s independence from his/her parents to determine that the student’s parents’ income is not relevant for determining the student’s eligibility by doing all of the following:

Either reviewing and verifying previous address information to determine whether the student has established a household separate from his/her parents for at least one year or reviewing and verifying documentation relevant to determining whether the student meets the U.S. Department of Education’s definition of *independent student* (see Section 3-II.E)

Reviewing prior year income tax returns to verify whether a parent has claimed the student as a dependent

Requesting and obtaining written certification directly from the student’s parents identifying the amount of support they will be providing to the student, even if the amount of support is $0.

**7-II.F. DOCUMENTATION OF DISABILITY**

DHA must verify the existence of a disability in order to allow certain income disallowances and deductions from income. DHA is not permitted to inquire about the nature or extent of a person’s disability [24 CFR 100.202(c)]. DHA may not inquire about a person’s diagnosis or details of treatment for a disability or medical condition. If DHA receives a verification document that provides such information, DHA will not place this information in the tenant file. Under no circumstances will DHA request a participant’s medical record(s). For more information on health care privacy laws, see the Department of Health and Human Services’ website at www.os.dhhs.gov.

The above cited regulation does not prohibit the following inquiries, provided these inquiries are made of all applicants, whether or not they are persons with disabilities [VG, p. 24]:

Page 7-17
• Inquiry into an applicant’s ability to meet the requirements of ownership or tenancy
• Inquiry to determine whether an applicant is qualified for a dwelling available only to persons with disabilities or to persons with a particular type of disability
• Inquiry to determine whether an applicant for a dwelling is qualified for a priority available to persons with disabilities or to persons with a particular type of disability
• Inquiring whether an applicant for a dwelling is a current illegal abuser or addict of a controlled substance
• Inquiring whether an applicant has been convicted of the illegal manufacture or distribution of a controlled substance

Family Members Receiving SSA Disability Benefits
Verification of the receipt of disability benefits from the Social Security Administration (SSA) is sufficient verification of disability for the purpose of qualifying for waiting list preferences (if applicable) or certain income disallowances and deductions [VG, p. 23].

DHA Policy
For family members claiming disability who receive disability benefits from the SSA, DHA will attempt to obtain information about disability benefits through the HUD Enterprise Income Verification (EIV) system. If documentation from HUD’s EIV System is not available, DHA will request a current (dated within the last 60 days) SSA benefit verification letter from each family member claiming disability status. If the family is unable to provide the document(s), DHA will ask the family to request a benefit verification letter by either calling SSA at 1-800-772-1213, or by requesting it from www.ssa.gov. Once the applicant or participant receives the benefit verification letter they will be required to provide it to DHA.

Family Members Not Receiving SSA Disability Benefits
Receipt of veteran’s disability benefits, worker’s compensation, or other non-SSA benefits based on the individual’s claimed disability are not sufficient verification that the individual meets HUD’s definition of disability in 24 CFR 5.603.

DHA Policy
For family members claiming disability who do not receive disability benefits from the SSA, a knowledgeable professional must provide third-party verification that the family member meets the HUD definition of disability. See the Eligibility chapter for the HUD definition of disability. The knowledgeable professional will verify whether the family member does or does not meet the HUD definition.
7-II.G. CITIZENSHIP OR ELIGIBLE IMMIGRATION STATUS [24 CFR 5.508]

Overview
Housing assistance is not available to persons who are not citizens, nationals, or eligible immigrants. Prorated assistance is provided for "mixed families" containing both eligible and ineligible persons. A detailed discussion of eligibility requirements is in the Eligibility chapter. This verifications chapter discusses HUD and DHA verification requirements related to citizenship status.

The family must provide a certification that identifies each family member as a U.S. citizen, a U.S. national, an eligible non-citizen or an ineligible non-citizen and submit the documents discussed below for each family member. Once eligibility to receive assistance has been verified for an individual it need not be collected or verified again during continuously-assisted occupancy. [24 CFR 5.508(g)(5)]

U.S. Citizens and Nationals
HUD requires a declaration for each family member who claims to be a U.S. citizen or national. The declaration must be signed personally by any family member 18 or older and by a guardian for minors.
DHA may request verification of the declaration by requiring presentation of a birth certificate, United States passport or other appropriate documentation.

DHA Policy
Family members who claim U.S. citizenship or national status will not be required to provide additional documentation unless DHA receives information indicating that an individual’s declaration may not be accurate.

Eligible Immigrants
Documents Required
All family members claiming eligible immigration status must declare their status in the same manner as U.S. citizens and nationals.

The documentation required for eligible non-citizens varies depending upon factors such as the date the person entered the U.S., the conditions under which eligible immigration status has been granted, age, and the date on which the family began receiving HUD-funded assistance. Exhibit 7-2 at the end of this chapter summarizes documents family members must provide.

DHA Verification [HCV GB, pp. 5-3 and 5-7]
For family members age 62 or older who claim to be eligible immigrants, proof of age is required in the manner described in 7-II.C. of this plan. No further verification of eligible immigration status is required.

For family members under the age of 62 who claim to be eligible immigrants, DHA must verify immigration status with the United States Citizenship and Immigration Services (USCIS). DHA will follow all USCIS protocols for verification of eligible immigration status.
7-II.H. VERIFICATION OF PREFERENCE STATUS
DHA must verify any preferences claimed by an applicant.

DHA Policy
DHA will offer a preference to any family that has been terminated from its HCV program due to insufficient program funding. DHA will verify this preference using DHA’s termination records.

PART III: VERIFYING INCOME AND ASSETS
Chapter 6, Part I of this plan describes in detail the types of income that are included and excluded and how assets and income from assets are handled. Any assets and income reported by the family must be verified. This part provides DHA policies that supplement the general verification procedures specified in Part I of this chapter.

7-III.A. EARNED INCOME
Tips

DHA Policy
Unless tip income is included in a family member’s W-2 by the employer, persons who work in industries where tips are standard will be required to sign a certified estimate of tips received for the prior year and tips anticipated to be received in the coming year.

7-III.B. BUSINESS AND SELF EMPLOYMENT INCOME

DHA Policy
Business owners and self-employed persons will be required to provide:

An audited financial statement for the previous fiscal year if an audit was conducted. If an audit was not conducted, a statement of income and expenses must be submitted and the business owner or self-employed person must certify to its accuracy.

All schedules completed for filing federal and local taxes in the preceding year. 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.

DHA will provide a format for any person who is unable to provide such a statement to record income and expenses for the coming year. The business owner/self-employed person will be required to submit the information requested and to certify to its accuracy at all future reexaminations.

At any reexamination DHA may request documents that support submitted financial statements such as manifests, appointment books, cash books, or bank statements. If a family member has been self-employed less than three (3) months, DHA will accept
the family member's certified estimate of income and schedule an interim reexamination in three (3) months. If the family member has been self-employed for three (12) months DHA will require the family to provide documentation of income and expenses for this period and use that information to project income.

7-III.C. PERIODIC PAYMENTS AND PAYMENTS IN LIEU OF EARNINGS

Social Security/SSI Benefits

DHA Policy
To verify the SS/SSI benefits of applicants, DHA will request a current (dated within the last 60 days) SSA benefit verification letter from each family member that receives social security benefits. If the family is unable to provide the document(s), DHA will ask the family to request a benefit verification letter by either calling SSA at 1-800-772-1213, or by requesting it from www.ssa.gov. Once the applicant has received the benefit verification letter they will be required to provide it to DHA.

To verify the SS/SSI benefits of participants, DHA will obtain information about Social Security/SSI benefits through the HUD EIV System. If benefit information is not available in HUD systems, DHA will request a current SSA benefit verification letter from each family member that receives social security benefits. If the family is unable to provide the document(s) DHA will ask the family to request a benefit verification letter by either calling SSA at 1-800-772-1213, or by requesting it from www.ssa.gov. Once the participant has received the benefit verification letter they will be required to provide it to DHA.

7-III.D. ALIMONY OR CHILD SUPPORT

DHA Policy
The way DHA will seek verification for alimony and child support differs depending on whether the family declares that it receives regular payments.

If the family declares that it receives regular payments, verification will be sought in the following order. If payments are made through a state or local entity, DHA will request a record of payments for the past 12 months and request that the entity disclose any known information about the likelihood of future payments.

Third-party verification from the person paying the support

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

Copy of the latest check and/or payment stubs

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 the family declares that it *receives irregular or no payments*, in addition to the verification process listed above, the family must provide evidence that it has taken all reasonable efforts to collect amounts due. This may include:

- A statement from any agency responsible for enforcing payment that shows the family has requested enforcement and is cooperating with all enforcement efforts.
- If the family has made independent efforts at collection, a written statement from the attorney or other collection entity that has assisted the family in these efforts.

*Note:* Families are not required to undertake independent enforcement action.

**7-III.E. ASSETS AND INCOME FROM ASSETS**

**Assets Disposed of for Less than Fair Market Value**

The family must certify whether any assets have been disposed of for less than fair market value in the preceding two years. DHA needs to verify only those certifications that warrant documentation [HCV GB, p. 5-28].

**DHA Policy**

DHA will verify the value of assets disposed of only if:

DHA does not already have a reasonable estimation of its value from previously collected information, or the amount reported by the family in the certification appears obviously in error.

**Example 1:** An elderly participant reported a $10,000 certificate of deposit at the last annual reexamination and DHA verified this amount. Now the person reports that she has given this $10,000 to her son. DHA has a reasonable estimate of the value of the asset; therefore, reverification of the value of the asset is not necessary.

**Example 2:** A family member has disposed of its 1/4 share of real property located in a desirable area and has valued her share at approximately 5,000. Based upon market conditions, this declaration does not seem realistic. Therefore, DHA will verify the value of this asset.

**7-III.F. NET INCOME FROM RENTAL PROPERTY**

**DHA Policy**

The family must provide:

- A current executed lease for the property that shows the rental amount or certification from the current tenant.
- A self-certification from the family members engaged in the rental of property providing an estimate of expenses for the coming year and the most recent IRS Form 1040 with
Schedule E (Rental Income). If schedule E was not prepared, DHA will require the family members involved in the rental of property to provide a self-certification of income and expenses for the previous year and may request documentation to support the statement including: tax statements, insurance invoices, bills for reasonable maintenance and utilities, and bank statements or amortization schedules showing monthly interest expense.

7-III.G. RETIREMENT ACCOUNTS

**DHA Policy**
When third-party verification is not available the type of original document that will be accepted depends upon the family member’s retirement status.

*Before* retirement, DHA will accept an original document from the entity holding the account with a date that shows it is the most recently scheduled statement for the account but in no case earlier than 6 months from the effective date of the examination.

*Upon* retirement, DHA will accept an original document from the entity holding the account that reflects any distributions of the account balance, any lump sums taken and any regular payments.

*After* retirement, DHA will accept an original document from the entity holding the account dated no earlier than 12 months before that reflects any distributions of the account balance, any lump sums taken and any regular payments.

7-III.H. INCOME FROM EXCLUDED SOURCES
A detailed discussion of excluded income is provided in Chapter 6, Part I.
DHA must obtain verification for income exclusions only if, without verification, DHA would not be able to determine whether the income is to be excluded. For example: If a family’s 16 year old has a job at a fast food restaurant, DHA will confirm that DHA records verify the child’s age but will not send a verification request to the restaurant. However, if a family claims the earned income disallowance for a source of income, both the source and the income must be verified.

**DHA Policy**
DHA will reconcile differences in amounts reported by the third party and the family only when the excluded amount is used to calculate the family share (as is the case with the earned income disallowance). In all other cases, DHA will report the amount to be excluded as indicated on documents provided by the family.

7-III.I. ZERO ANNUAL INCOME STATUS

**DHA Policy**
DHA will check sources and/or request information from third-party sources to verify that certain forms of income such as unemployment benefits, TANF, SS/SSI, etc. are not received by the families claiming zero annual income.
When processing an action related to households which claim zero annual income, the Housing Specialist will require the affected household member to complete a “Zero Income Affidavit”. Should the family report contributions from other sources or entities, DHA will require that a Contributions Affidavit be completed, and the name, address and identification (i.e. driver’s license) of the contributing party be provided. All notices from the contributing party indicating amount contributed, must be notarized. DHA will count the income from contributions as the family income in accordance with the standards provided by 24 CFR 5.609. Each household member aged 18 or older that reports zero annual income must submit a zero income affidavit.

DHA will require the family to recertify income every 90 days until income is received in the household. If it is discovered the family understated income, withheld income or assets, DHA will adjust the tenant share of the rent retroactively to the date DHA verified the income was received by the family member. The family may execute a repayment agreement in order to compensate DHA for the resulting overpayment of HAP remitted to the property owner.

For all family members, age 18 or older who report $0 - $1200 annual income, DHA will conduct a credit check, and require a self-certification.

Should the family record expenses without reporting contributions, and affidavit must be executed by all family members age 18 or older. DHA will require the family to recertify income every 90 days until income is received in the household. If it is discovered the family understated income, withheld income or assets, DHA will adjust the tenant share of the rent retroactively to the date DHA verified the income was received by the family member. The family may execute a repayment agreement in order to compensate DHA for the resulting overpayment of HAP remitted to the property owner, and the family will not receive thirty day advance notification of the changes affecting the tenant share. In this case, DHA will offer the family the opportunity to execute a repayment agreement.

7-III.J. STUDENT FINANCIAL ASSISTANCE

Any financial assistance, in excess of amounts received for tuition, that a person attending an institution of higher education receives under the Higher Education Act of 1965, from private sources, or from an institution of higher education must be considered income unless the student is over the age of 23 with dependent children or is residing with parents who are seeking or receiving HCV assistance [24 CFR 5.609(b)(9) and FR 4/10/06].

For students over the age of 23 with dependent children or students residing with parents who are seeking or receiving HCV assistance, the full amount of student financial assistance is excluded from annual income [24 CFR 5.609(c)(6)]. The full amount of student financial assistance is also excluded for students attending schools that do not qualify as institutions of higher education (as defined in Exhibit 3-2). Excluded amounts are verified only if, without verification, DHA would not be able to determine whether or to what extent the income is to be excluded (see Section 7-III.H).
DHA Policy
For a student subject to having a portion of his/her student financial assistance included in annual income in accordance with 24 CFR 5.609(b)(9), DHA will request third-party written verification of both the source and the amount from the educational institution attended by the student as well as from any other person or entity providing such assistance, as reported by the student.

In addition, DHA will request written verification from the institution of higher education regarding the student’s tuition amount.

If DHA is unable to obtain third-party written verification of the requested information, DHA will pursue other forms of verification following the verification hierarchy in Section 7-I.B.

7-III.K. PARENTAL INCOME OF STUDENTS SUBJECT TO ELIGIBILITY RESTRICTIONS
If a student enrolled at an institution of higher education is under the age of 24, is not a veteran, is not married, does not have a dependent child, and is not a person with disabilities receiving HCV assistance as of November 30, 2005, the income of the student’s parents must be considered when determining income eligibility, unless the student is determined independent from his or her parents in accordance with DHA policy [24 CFR 5.612 and FR 4/10/06, p. 18146]. This provision does not apply to students residing with parents who are seeking or receiving HCV assistance. It is limited to students who are seeking or receiving assistance on their own, separately from their parents.

DHA Policy
If DHA is required to determine the income eligibility of a student’s parents, DHA will request an income declaration and certification of income from the appropriate parent(s) (as determined in Section 3-II.E). DHA will send the request directly to the parents, who will be required to certify to their income under penalty of perjury. The parents will be required to submit the information directly to DHA. The required information must be submitted (postmarked) within 10 business days of the date of DHA’s request or within any extended timeframe approved by DHA.

DHA reserves the right to request and review supporting documentation at any time if it questions the declaration or certification. Supporting documentation may include, but is not limited to, Internal Revenue Service (IRS) tax returns, consecutive and original pay stubs, bank statements, pension benefit statements, benefit award letters, and other official and authentic documents from a federal, state, or local agency.
PART IV: VERIFYING MANDATORY DEDUCTIONS

7-IV.A. DEPENDENT AND ELDERLY/DISABLED HOUSEHOLD DEDUCTIONS
The dependent and elderly/disabled family deductions require only that DHA verify that the family members identified as dependents or elderly/disabled persons meet the statutory definitions. No further verifications are required.

Dependent Deduction
See Chapter 6 (6-II.B.) for a full discussion of this deduction. DHA must verify that:

- Any person under the age of 18 for whom the dependent deduction is claimed is not the head, spouse, or co-head of the family and is not a foster child
- Any person age 18 or older for whom the dependent deduction is claimed is not a foster adult or live-in aide, and is a person with a disability or a full time student

Elderly/Disabled Family Deduction
See Eligibility chapter for a definition of elderly and disabled families and Chapter 6 (6-II.C.) for a discussion of the deduction. DHA must verify that the head, spouse, or co-head is 62 years of age or older or a person with disabilities.

7-IV.B. MEDICAL EXPENSE DEDUCTION
Policies related to medical expenses are found in 6-II.D. The amount of the deduction will be verified following the standard verification procedures described in Part I.

Amount of Expense

DHA Policy
DHA will provide a third-party verification form directly to the medical provider requesting the needed information.

Medical expenses will be verified through:

Third-party verification form signed by the provider, when possible. If third-party is not possible, copies of cancelled checks used to make medical expense payments and/or printouts or receipts from the source will be used. In this case DHA will make a best effort to determine what expenses from the past are likely to continue to occur in the future. DHA will also accept evidence of monthly payments or total payments that will be due for medical expenses during the upcoming 12 months.

If third-party or document review is not possible, written family certification as to costs anticipated to be incurred during the upcoming 12 months.
In addition, DHA must verify that:

- The household is eligible for the deduction.
- The costs to be deducted are qualified medical expenses.
- The expenses are not paid for or reimbursed by any other source.
- Costs incurred in past years are counted only once.

**Eligible Household**
The medical expense deduction is permitted only for households in which the head, spouse, or co-head is at least 62, or a person with disabilities. DHA must verify that the family meets the definition of an elderly or disabled family provided in the Eligibility chapter and as described in Chapter 7 (7-IV.A.) of this plan.

**Qualified Expenses**
To be eligible for the medical expenses deduction, the costs must qualify as medical expenses. See Chapter 6 (6-II.D.) for DHA’s policy on what counts as a medical expense.

**Unreimbursed Expenses**
To be eligible for the medical expenses deduction, the costs must not be reimbursed by another source.

**DHA Policy**
The family will be required to certify that the medical expenses are not paid or reimbursed to the family from any source.

**Expenses Incurred in Past Years**
**DHA Policy**
When anticipated costs are related to on-going payment of medical bills incurred in past years, DHA will verify:

- The anticipated repayment schedule
- The amounts paid in the past, and
- Whether the amounts to be repaid have been deducted from the family’s annual income in past years

**7-IV.C. DISABILITY ASSISTANCE EXPENSES**
Policies related to disability assistance expenses are found in 6-II.E. The amount of the deduction will be verified following the standard verification procedures described in Part I.
Amount of Expense

Attendant Care

DHA Policy
DHA will provide a third-party verification form directly to the care provider requesting the needed information. Expenses for attendant care will be verified through:

  Third-party verification form signed by the provider, when possible

  If third-party is not possible, copies of cancelled checks used to make attendant care payments and/or receipts from care source

  If third-party or document review is not possible, written family certification as to costs anticipated to be incurred for the upcoming 12 months

Auxiliary Apparatus

DHA Policy
Expenses for auxiliary apparatus will be verified through:

  Third-party verification of anticipated purchase costs of auxiliary apparatus

  If third-party is not possible, billing statements for purchase of auxiliary apparatus, or other evidence of monthly payments or total payments that will be due for the apparatus during the upcoming 12 months

  If third-party or document review is not possible, written family certification of estimated apparatus costs for the upcoming 12 months

In addition, DHA must verify that:

  • The family member for whom the expense is incurred is a person with disabilities (as described in 7-II.F above).
  • The expense permits a family member, or members, to work (as described in 6-II.E.).
  • The expense is not reimbursed from another source (as described in 6-II.E.).

Family Member is a Person with Disabilities
To be eligible for the disability assistance expense deduction, the costs must be incurred for attendant care or auxiliary apparatus expense associated with a person with disabilities. DHA will verify that the expense is incurred for a person with disabilities (See 7-II.F.).
**Family Member(s) Permitted to Work**
DHA must verify that the expenses claimed actually enable a family member, or members, (including the person with disabilities) to work.

**DHA Policy**
DHA will seek third-party verification from a Rehabilitation Agency or knowledgeable medical professional indicating that the person with disabilities requires attendant care or an auxiliary apparatus to be employed, or that the attendant care or auxiliary apparatus enables another family member, or members, to work (See 6-II.E.).

If third-party and document review verification has been attempted and is either unavailable or proves unsuccessful, the family must certify that the disability assistance expense frees a family member, or members (possibly including the family member receiving the assistance), to work.

**Unreimbursed Expenses**
To be eligible for the disability expenses deduction, the costs must not be reimbursed by another source.

**DHA Policy**
An attendant care provider will be asked to certify that, to the best of the provider’s knowledge, the expenses are not paid by or reimbursed to the family from any source.

The family will be required to certify that attendant care or auxiliary apparatus expenses are not paid by or reimbursed to the family from any source.

**7-IV.D. CHILD CARE EXPENSES**
Policies related to child care expenses are found in Chapter 6 (6-ILF). The amount of the deduction will be verified following the standard verification procedures described in Part I of this chapter. In addition, DHA must verify that:

- The child is eligible for care.
- The costs claimed are not reimbursed.
- The costs enable a family member to pursue an eligible activity.
- The costs are for an allowable type of child care.
- The costs are reasonable.

**Eligible Child**
To be eligible for the child care deduction, the costs must be incurred for the care of a child under the age of 13. DHA will verify that the child being cared for (including foster children) is under the age of 13 (See 7-II.C.).

**Unreimbursed Expense**
To be eligible for the child care care deduction, the costs must not be reimbursed by another source.
DHA Policy
The child care provider will be asked to certify that, to the best of the provider’s knowledge, the child care expenses are not paid by or reimbursed to the family from any source.
The family will be required to certify that the child care expenses are not paid by or reimbursed to the family from any source.

Pursuing an Eligible Activity
DHA must verify that the family member(s) that the family has identified as being enabled to seek work, pursue education, or be gainfully employed, are actually pursuing those activities.

DHA Policy
Information to be Gathered
DHA will verify information about how the schedule for the claimed activity relates to the hours of care provided, the time required for transportation, the time required for study (for students), the relationship of the family member(s) to the child, and any special needs of the child that might help determine which family member is enabled to pursue an eligible activity.

Seeking Work
Whenever possible DHA will use documentation from a state or local agency that monitors work-related requirements (e.g., welfare or unemployment). In such cases DHA will request verification from the agency of the member’s job seeking efforts to date and require the family to submit to DHA any reports provided to the other agency.

In the event third-party verification is not available, DHA will provide the family with a form on which the family member must record job search efforts. DHA will review this information at each subsequent reexamination for which this deduction is claimed.

Furthering Education
DHA will ask that the academic or vocational educational institution verify that the person permitted to further his or her education by the child care is enrolled and provide information about the timing of classes for which the person is registered.

Gainful Employment
DHA will seek verification from the employer of the work schedule of the person who is permitted to work by the child care. In cases in which two or more family members could be permitted to work, the work schedules for all relevant family members may be verified.

Allowable Type of Child Care
The type of care to be provided is determined by the family, but must fall within certain guidelines, as discussed in Chapter 6.
DHA Policy
DHA will verify that the type of child care selected by the family is allowable, as described in Chapter 6 (6-II.F).

DHA will verify that the fees paid to the child care provider cover only child care costs (e.g., no housekeeping services or personal services) and are paid only for the care of an eligible child (e.g., prorate costs if some of the care is provided for ineligible family members).

DHA will verify that the child care provider is not an assisted family member. Verification will be made through the head of household’s declaration of family members who are expected to reside in the unit.

Reasonableness of Expenses
Only reasonable child care costs can be deducted.

DHA Policy
The actual costs the family incurs will be compared with DHA’s established standards of reasonableness for the type of care in the locality to ensure that the costs are reasonable.

If the family presents a justification for costs that exceed typical costs in the area, DHA will request additional documentation, as required, to support a determination that the higher cost is appropriate.
## EXHIBIT 7-1: EXCERPT FROM HUD VERIFICATION GUIDANCE NOTICE (PIH 2004-01, pp. 11-14)

<table>
<thead>
<tr>
<th>Income Type</th>
<th>Upfront (LEVEL 5)</th>
<th>Written 3rd Party (LEVEL 4)</th>
<th>Oral 3rd Party (LEVEL 3)</th>
<th>Document Review (LEVEL 2)</th>
<th>Tenant Declaration (LEVEL 1)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wages/Salaries</td>
<td>Use of computer matching agreements with a State Wage Information Collection Agency (SWICA) to obtain wage information electronically, by mail or fax or in person.</td>
<td>The PHA mails, faxes, or e-mails a verification form directly to the independent sources to obtain wage information.</td>
<td>In the event the independent source does not respond to the PHA's written request for information, the PHA may contact the independent source by phone or make an in person visit to obtain the requested information.</td>
<td>When neither form of third party verification can be obtained, the PHA may accept original documents such as consecutive pay stubs (HUD recommends the PHA review at least three months of pay stubs, if employed by the same employer for three months or more), W-2 forms, etc. from the tenant. Note: The PHA must document in the tenant file, the reason third party verification was not available.</td>
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<tr>
<td>Agreements with private vendor agencies, such as The Work Number or ChoicePoint to obtain wage and salary information.</td>
<td>The PHA may have the tenant sign a Request for Earnings Statement from the SSA to confirm past earnings. The PHA mails the form to SSA and the statement will be sent to the address the PHA specifies on the form.</td>
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<tr>
<td>Use of HUD systems, when available.</td>
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**Verification of Employment Income:** The PHA should always obtain as much information as possible about the employment, such as start date (new employment), termination date (previous employment), pay frequency, pay rate, anticipated pay increases in the next twelve months, year-to-date earnings, bonuses, overtime, company name, address and telephone number, name and position of the person completing the employment verification form.

**Effective Date of Employment:** The PHA should always confirm start and termination dates of employment.
<table>
<thead>
<tr>
<th>Income Type</th>
<th>Upfront</th>
<th>Written Third Party</th>
<th>Oral Third Party</th>
<th>Document Review</th>
<th>Tenant Declaration</th>
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<tr>
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<td>(LEVEL 3)</td>
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<td>(LEVEL 1)</td>
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<tr>
<td>Self-Employment</td>
<td>Not Available</td>
<td>The PHA mails or faxes a verification form directly to sources identified by the family to obtain income information.</td>
<td>The PHA may call the source to obtain income information.</td>
<td>The PHA may accept any documents (i.e. tax returns, invoices and letters from customers) provided by the tenant to verify self-employment income. <strong>Note:</strong> The PHA must document in the tenant file, the reason third party verification was not obtained.</td>
<td>The PHA may accept a notarized statement or affidavit from the tenant that declares the family’s total annual income from self-employment. <strong>Note:</strong> The PHA must document in the tenant file, the reason third party verification was not available.</td>
</tr>
<tr>
<td>Social Security Benefits</td>
<td>Use of HUD Tenant Assessment System (TASS) to obtain current benefit history and discrepancy reports.</td>
<td>The PHA mails or faxes a verification form directly to the local SSA office to obtain social security benefit information. <strong>Not Available in some areas because SSA makes this data available through TASS. SSA encourages PHAs to use TASS.</strong></td>
<td>The PHA may call SSA, with the tenant on the line, to obtain current benefit amount. <strong>(Not Available in some areas because SSA makes this data available through TASS. SSA encourages PHAs to use TASS.)</strong></td>
<td>The PHA may accept an original SSA Notice from the tenant. <strong>Note:</strong> The PHA must document in the tenant file, the reason third party verification was not available.</td>
<td>The PHA may accept a notarized statement or affidavit from the tenant that declares monthly social security benefits. <strong>Note:</strong> The PHA must document in the tenant file, the reason third party verification was not available.</td>
</tr>
<tr>
<td>Welfare Benefits</td>
<td>Use of computer matching agreements with the local Social Services Agency to obtain current benefit amount electronically, by mail or fax or in person.</td>
<td>The PHA mails, faxes, or e-mails a verification form directly to the local Social Services Agency to obtain welfare benefit information.</td>
<td>The PHA may call the local Social Services Agency to obtain current benefit amount.</td>
<td>The PHA may review an original award notice or printout from the local Social Services Agency provided by the tenant. <strong>Note:</strong> The PHA must document in the tenant file, the reason third party verification was not available.</td>
<td>The PHA may accept a notarized statement or affidavit from the tenant that declares monthly welfare benefits. <strong>Note:</strong> The PHA must document in the tenant file, the reason third party verification was not available.</td>
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<td>Income Type</td>
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<tr>
<td>Child Support</td>
<td>Use of agreement with the local Child Support Enforcement Agency to obtain current child support amount and payment status electronically, by mail or fax or in person.</td>
<td>The PHA mails, faxes, or e-mails a verification form directly to the local Child Support Enforcement Agency or child support payer to obtain current child support amount and payment status.</td>
<td>The PHA may call the local Child Support Enforcement Agency or child support payer to obtain current child support amount and payment status.</td>
<td>The PHA may review an original court order, notice or printout from the local Child Support Enforcement Agency provided by the tenant to verify current child support amount and payment status. <strong>Note:</strong> The PHA must document in the tenant file, the reason third party verification was not available.</td>
<td>The PHA may accept a notarized statement or affidavit from the tenant that declares current child support amount and payment status. <strong>Note:</strong> The PHA must document in the tenant file, the reason third party verification was not available.</td>
</tr>
<tr>
<td>Unemployment Benefits</td>
<td>Use of computer matching agreements with a State Wage Information Collection Agency to obtain unemployment compensation electronically, by mail or fax or in person.</td>
<td>The PHA mails, faxes, or e-mails a verification form directly to the State Wage Information Collection Agency to obtain unemployment compensation information.</td>
<td>The PHA may call the State Wage Information Collection Agency to obtain current benefit amount.</td>
<td>The PHA may review an original benefit notice or unemployment check stub, or printout from the local State Wage Information Collection Agency provided by the tenant. <strong>Note:</strong> The PHA must document in the tenant file, the reason third party verification was not available.</td>
<td>The PHA may accept a notarized statement or affidavit from the tenant that declares unemployment benefits. <strong>Note:</strong> The PHA must document in the tenant file, the reason third party verification was not available.</td>
</tr>
<tr>
<td>Pensions</td>
<td>Use of computer matching agreements with a Federal, State, or Local Government Agency to obtain pension information electronically, by mail or fax or in person.</td>
<td>The PHA mails, faxes, or e-mails a verification form directly to the pension provider to obtain pension information.</td>
<td>The PHA may call the pension provider to obtain current benefit amount.</td>
<td>The PHA may review an original benefit notice from the pension provider provided by the tenant. <strong>Note:</strong> The PHA must document in the tenant file, the reason third party verification was not available.</td>
<td>The PHA may accept a notarized statement or affidavit from the tenant that declares monthly pension amounts. <strong>Note:</strong> The PHA must document in the tenant file, the reason third party verification was not available.</td>
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<tr>
<td>Income Type</td>
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<tr>
<td>Assets</td>
<td>Use of cooperative agreements with sources to obtain asset and asset income information electronically, by mail or fax or in person.</td>
<td>The PHA mails, faxes, or emails a verification form directly to the source to obtain asset and asset income information.</td>
<td>The PHA may call the source to obtain asset and asset income information.</td>
<td>The PHA may review original documents provided by the tenant. <strong>Note:</strong> The PHA must document in the tenant file, the reason third party verification was not available.</td>
<td>The PHA may accept a notarized statement or affidavit from the tenant that declares assets and asset income. <strong>Note:</strong> The PHA must document in the tenant file, the reason third party verification was not available.</td>
</tr>
<tr>
<td>Comments</td>
<td>Whenever HUD makes available wage, unemployment, and SSA information, the PHA should use the information as part of the reexamination process. Failure to do so may result in disallowed costs during a RIM review.</td>
<td><strong>Note:</strong> The independent source completes the form and returns the form directly to the PHA. Agency. The tenant should not hand carry documents to or from the independent source.</td>
<td>The PHA should document in the tenant file, the date and time of the telephone call or in person visit, along with the name and title of the person that verified the current income amount.</td>
<td>The PHA should use this verification method as a last resort, when all other verification methods are not possible or have been unsuccessful. <strong>Notarized statement should include a perjury penalty statement.</strong></td>
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</table>

**Note:** The PHA must not pass verification costs along to the participant.

**Note:** In cases where the PHA cannot reliably project annual income, the PHA may elect to complete regular interim reexaminations (this policy should be apart of the PHA’s written policies.)
All noncitizens claiming eligible status must sign a declaration of eligible immigrant status on a form acceptable to DHA.

Except for persons 62 or older, all noncitizens must sign a verification consent form.

Additional documents are required based upon the person’s status.

**Elderly Noncitizens**

A person 62 years of age or older who claims eligible immigration status also must provide proof of age such as birth certificate, passport, or documents showing receipt of SS old-age benefits.

**All other Noncitizens**

Noncitizens that claim eligible immigration status also must present the applicable USCIS document. Acceptable USCIS documents are listed below.

- Form I-551 Alien Registration Receipt Card (for permanent resident aliens)
- Form I-94 Arrival-Departure Record annotated with one of the following:
  - “Admitted as a Refugee Pursuant to Section 207”
  - “Section 208” or “Asylum”
  - “Section 243(h)” or “Deportation stayed by Attorney General”
  - “Paroled Pursuant to Section 221 (d)(5) of the USCIS”
- Form I-688 Temporary Resident Card annotated “Section 245A” or Section 210”.
- A receipt issued by the USCIS indicating that an application for issuance of a replacement document in one of the above listed categories has been made and the applicant’s entitlement to the document has been verified; or
- Other acceptable evidence. If other documents are determined by the USCIS to constitute acceptable evidence of eligible immigration status, they will be announced by notice published in the *Federal Register*
Chapter 8

HOUSING QUALITY STANDARDS AND RENT REASONABLENESS DETERMINATIONS
[24 CFR 982 Subpart I and 24 CFR 982.507]

INTRODUCTION

HUD requires that all units occupied by families receiving Housing Choice Voucher (HCV) assistance meet HUD's Housing Quality Standards (HQS) and permits DHA to establish additional requirements. The use of the term "HQS" in this plan refers to the combination of both HUD and DHA-established requirements. HQS inspections are required before the Housing Assistance Payments (HAP) Contract is signed and at least annually during the term of the contract.

HUD also requires DHA to determine that units rented by families assisted under the HCV program have rents that are reasonable when compared to comparable unassisted units in the market area.

This chapter explains HUD and DHA requirements related to housing quality and rent reasonableness as follows:

Part I. Physical Standards. This part discusses the physical standards required of units occupied by HCV-assisted families and identifies decisions about the acceptability of the unit that may be made by the family based upon the family's preference. It also identifies life-threatening conditions that must be addressed on an expedited basis.

Part II. The Inspection Process. This part describes the types of inspections DHA will make and the steps that will be taken when units do not meet HQS.

Part III. Rent Reasonableness Determinations. This part discusses the policies DHA will use to make rent reasonableness determinations.

Special HQS requirements for homeownership, manufactured homes, and other special housing types are discussed in Chapter 15 to the extent that they apply in this jurisdiction.

PART I: PHYSICAL STANDARDS

8-I.A. GENERAL HUD REQUIREMENTS

HUD Performance and Acceptability Standards

HUD's performance and acceptability standards for HCV-assisted housing are provided in 24 CFR 982.401. These standards cover the following areas:

- Sanitary facilities
- Food preparation and refuse disposal
- Space and Security
• Thermal Environment
• Illumination and electricity
• Structure and materials
• Interior Air Quality
• Water Supply
• Lead-based paint
• Access
• Site and neighborhood
• Sanitary condition
• Smoke Detectors

A summary of HUD performance criteria is provided in Attachment 8-1. Additional guidance on these requirements is found in the following HUD resources:

• Housing Choice Voucher Guidebook, Chapter 10.
• HUD Housing Inspection Manual for Section 8 Housing
• HUD Inspection Form, form HUD-52580 (3/01) and Inspection Checklist, form HUD-52580-A (9/00)

**Tenant Preference Items**

HUD requires DHA to enforce minimum HQS but also requires that certain judgments about acceptability be left to the family. For example, DHA must ensure that the unit contains the required sanitary facilities, but the family decides whether the cosmetic condition of the facilities is acceptable. Attachment 8-2 summarizes those items that are considered tenant preferences.

**Modifications to Provide Accessibility**

Under the Fair Housing Act of 1988 an owner must not refuse the request of a family that contains a person with a disability to make necessary and reasonable modifications to the unit. Such modifications are at the family's expense. The owner may require restoration of the unit to its original condition if the modification would interfere with the owner or next occupant's full enjoyment of the premises. The owner may not increase a customarily required security deposit. However, the landlord may negotiate a restoration agreement that requires the family to restore the unit and, if necessary to ensure the likelihood of restoration, may require the tenant to pay a reasonable amount into an interest bearing escrow account over a reasonable period of time. The interest in any such account accrues to the benefit of the tenant. The owner may also require reasonable assurances that the quality of the work will be acceptable and that any required building permits will be obtained.[24 CFR 100.203; Notice 2003-31].
Modifications to units to provide access for a person with a disability must meet all applicable HQS requirements and conform to the design, construction, or alteration of facilities contained in the UFAS and the ADA Accessibility Guidelines (ADAAG) [28 CFR 35.151(c) and Notice 2003-31] See Chapter 2 of this plan for additional information on reasonable accommodations for persons with disabilities.

DHA Policy

Any owner that intends to negotiate a restoration agreement or require an escrow account must submit the agreement(s) to DHA for review.

8-I.B. ADDITIONAL LOCAL REQUIREMENTS

DHA may impose additional quality standards as long as the additional criteria are not likely to adversely affect the health or safety of participant families or severely restrict housing choice. HUD approval is required if more stringent standards are imposed. HUD approval is not required if DHA additions are clarifications of HUD's acceptability criteria or performance standards [24 CFR 982.401(a)(4)].

In addition to HUD’s Housing Quality Standards, DHA has adopted the City of Durham Enforcement Standards. DHA will enforce a minimum housekeeping criteria.

Thermal Environment [HCV GB p.10-7]

DHA must define a “healthy living environment” for the local climate. This may be done by establishing a temperature that the heating system must be capable of maintaining, that is appropriate for the local climate.

DHA Policy

The heating system must be capable of maintaining an interior temperature of 65 degrees Fahrenheit between October 1 and May 1.

Clarifications of HUD Requirements

DHA Policy

As permitted by HUD, DHA has adopted the following specific requirements that elaborate on HUD standards.

Walls

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

Windows

Window sashes must be in good condition, solid and intact, and properly fitted to the window frame. Damaged or deteriorated sashes must be replaced.

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

Window screens must be in good condition (applies only if screens are present).
**Doors**
All exterior doors must be weather-tight to avoid any air or water infiltration, be lockable, have no holes, have all trim intact, and have a threshold.
All interior doors must have no holes, have all trim intact, and be openable without the use of a key.

**Floors**
All wood floors must be sanded to a smooth surface and sealed. Any loose or warped boards must be resecured and made level. If they cannot be leveled, they must be replaced.
All floors must be in a finished state. Raw wood or unsealed concrete is not permitted.
All floors should have some type of bases hoe, trim, or sealing for a "finished look." Vinyl bases hoe is permitted.

**Sinks**
All sinks and commode water lines must have shut off valves, unless faucets are wall mounted.
All worn or cracked toilet seats and tank lids must be replaced and toilet tank lid must fit properly.
All sinks must have functioning stoppers.

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

**8-I.C. LIFE THREATENING CONDITIONS [24 CFR 982.404(a)]**
HUD requires DHA to define life threatening conditions and to notify the owner or the family (whichever is responsible) of the corrections required. The responsible party must correct life threatening conditions within 24 hours of DHA notification.

**DHA Policy**
The following are considered life threatening conditions:
Any condition that jeopardizes the security of the unit
Major plumbing leaks or flooding, waterlogged ceiling or floor in imminent danger of falling
Natural or LPgas or fuel oil leaks
Any electrical problem or condition that could result in shock or fire
Absence of a working heating system when outside temperature is below 60 degrees Fahrenheit.
Utilities not in service, including no running hot water
Conditions that present the imminent possibility of injury
Obstacles that prevent safe entrance or exit from the unit
Absence of a functioning toilet in the unit
Inoperable smoke detectors

If an owner fails to correct life threatening conditions as required by DHA, the housing assistance payment will be abated and the HAP contract will be terminated. See 8-II-G.

If a family fails to correct a family caused life threatening condition as required by DHA, DHA may terminate the family’s assistance. See 8-II.H.

The owner will be required to repair an inoperable smoke detector unless DHA determines that the family has intentionally disconnected it (by removing batteries or other means). In this case, the family will be required to repair the smoke detector within 24 hours.

8-I.D. OWNER AND FAMILY RESPONSIBILITIES [24 CFR 982.404]

Family Responsibilities
The family is responsible for correcting the following HQS deficiencies:

- 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.

Owner Responsibilities
The owner is responsible for all HQS violations not listed as a family responsibility above, even if the violation is caused by the family's living habits (e.g., vermin infestation). However, if the family's actions constitute a serious or repeated lease violation the owner may take legal action to evict the family.

8-I.E. SPECIAL REQUIREMENTS FOR CHILDREN WITH ENVIRONMENTAL INTERVENTION BLOOD LEAD LEVEL [24 CFR 35.1225]

If a DHA is notified by a public health department or other medical health care provider, or verifies information from a source other than a public health department or medical health care
provider, that a child of less than 6 years of age, living in an HCV-assisted unit has been identified as having an environmental intervention blood lead level, DHA must complete a risk assessment of the dwelling unit. The risk assessment must be completed in accordance with program requirements, and the result of the risk assessment must be immediately provided to the owner of the dwelling unit. In cases where the public health department has already completed an evaluation of the unit, this information must be provided to the owner.

Within 30 days after receiving the risk assessment report from DHA, or the evaluation from the public health department, the owner is required to complete the reduction of identified lead-based paint hazards in accordance with the lead-based paint regulations [24 CFR 35.1325 and 35.1330]. If the owner does not complete the “hazard reduction” as required, the dwelling unit is in violation of HQS and DHA will take action in accordance with Section 8-II.G.

DHA reporting requirements, and data collection and record keeping responsibilities related to children with an environmental intervention blood lead level are discussed in Chapter 16.

8-I.F. VIOLATION OF HQS SPACE STANDARDS [24 CFR 982.403]

If DHA determines that a unit does not meet the HQS space standards because of an increase in family size or a change in family composition, DHA must issue the family a new voucher, and the family and DHA must try to find an acceptable unit as soon as possible. If an acceptable unit is available for rental by the family, DHA must terminate the HAP contract in accordance with its terms.

PART II: THE INSPECTION PROCESS

8-II.A. OVERVIEW [24 CFR 982.405]

Types of Inspections

DHA conducts the following types of inspections as needed. Each type of inspection is discussed in the paragraphs that follow.

- **Initial Inspections.** DHA conducts initial inspections in response to a request from the family to approve a unit for participation in the HCV program. The unit must pass the HQS inspection before the effective date of the HAP Contract.

- **Annual Inspections.** HUD requires DHA to inspect each unit under lease at least annually to confirm that the unit still meets HQS. The inspection may be conducted in conjunction with the family's annual reexamination but also may be conducted separately.

- **Special Inspections.** A special inspection may be requested by the owner, the family, or a third party as a result of problems identified with a unit between annual inspections.

- **Quality Control Inspections.** HUD requires that a sample of units be reinspected by a supervisor or other qualified individual to ensure that HQS are being enforced correctly and uniformly by all inspectors.

**Inspection of DHA-owned Units [24 CFR 982.352(b)]**

DHA must obtain the services of an independent entity to perform all HQS inspections in cases where an HCV family is receiving assistance in a DHA-owned unit. A DHA-owned unit is
defined as a unit that is owned by DHA that administers the assistance under the consolidated ACC (including a unit owned by an entity substantially controlled by DHA). The independent agency must communicate the results of each inspection to the family and DHA. The independent agency must be approved by HUD, and may be the unit of general local government for DHA jurisdiction (unless DHA is itself the unit of general local government or an agency of such government).

**Inspection Costs**

DHA may not charge the family or owner for unit inspections [24 CFR 982.405(e)]. In the case of inspections of DHA-owned units, DHA may compensate the independent agency from ongoing administrative fee for inspections performed. DHA and the independent agency may not charge the family any fee or charge for the inspection [24 CFR 982.352(b)].

**Notice and Scheduling**

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

**DHA Policy**

Both the family and the owner will be given reasonable notice of all inspections. Except in the case of a life threatening emergency, reasonable notice is considered to be not less than 24 hours. Inspections may be scheduled between 8:00 a.m. and 7:00 p.m. Generally inspections will be conducted on business days only. In the case of a life threatening emergency, DHA will give as much notice as possible, given the nature of the emergency. DHA will also conduct inspections on Saturdays when necessary, to ensure that units are inspected within 365 days each year.

**Owner and Family Inspection Attendance**

HUD permits DHA to set policy regarding family and owner presence at the time of inspection [HCV GB p. 10-27].

**DHA Policy**

The presence of the owner, the owner’s representative, head of household, or adult family member is required in order to conduct an inspection. For annual HQS Inspections, the presence of the owner or the owner's representative is encouraged but is not required.

At initial inspection of a vacant unit, DHA will inspect the unit in the presence of the owner or owner's representative. The presence of a family representative is permitted, but is not required.

**8-II.B. INITIAL HQS INSPECTION [24 CFR 982.401(a)]**

**Timing of Initial Inspections**

HUD requires the unit to pass HQS before the effective date of the lease and HAP Contract. HUD requires PHAs with fewer than 1,250 budgeted units to complete the initial inspection, determine whether the unit satisfies HQS, and notify the owner and the family of the determination within 15 days of submission of the Request for Tenancy Approval (RTA). For PHAs with 1,250 or more budgeted units, to the extent practicable such inspection and
determination must be completed within 15 days. The 15-day period is suspended for any period during which the unit is not available for inspection [982.305(b)(2)].

DHA Policy

DHA will complete the initial inspection, determine whether the unit satisfies HQS, and notify the owner and the family of the determination within 15 days of submission of the Request for Tenancy Approval (RTA).

Inspection Results and Re-inspections

DHA Policy

If any HQS violations are identified, the owner will be notified of the deficiencies and be given a time frame to correct them. If requested by the owner, the time frame for correcting the deficiencies may be extended by DHA for good cause. DHA will re-inspect the unit within 5 business days of the date the owner notifies DHA that the required corrections have been made.

If the time period for correcting the deficiencies (or any DHA-approved extension) has elapsed, or the unit fails HQS at the time of the re-inspection, DHA will notify the owner and the family that the unit has been rejected and that the family must search for another unit. DHA may agree to conduct a second re-inspection, for good cause, at the request of the family and owner.

Following a failed re-inspection, the family may submit a new Request for Tenancy Approval for the unit if the family has not found another unit by the time the owner completes all repairs and the family continues to wish to live in the unit.

Utilities

Generally, at initial lease-up the owner is responsible for demonstrating that all utilities are in working order including those utilities that the family will be responsible for paying.

DHA Policy

If utility service is not available for testing at the time of the initial inspection, DHA will allow the utilities to be placed in service after the unit has met all other HQS requirements. DHA will re-inspect the unit to confirm that utilities are operational before the HAP contract is executed by DHA.

Appliances

DHA Policy

If the family is responsible for supplying the stove and/or refrigerator, DHA will allow the stove and refrigerator to be placed in the unit after the unit has met all other HQS requirements. The required appliances must be in place before the HAP contract is executed by DHA. DHA will execute the HAP contract based upon a certification from the family that the appliances have been installed and are working. A confirmatory inspection will be scheduled within 30 days of HAP contract approval.
8-II.C. ANNUAL HQS INSPECTIONS [24 CFR 982.405(a)]

Scheduling the Inspection

Each unit under HAP contract must have an annual inspection no more than 12 months after the most recent inspection.

DHA Policy

If an adult family member cannot be present on the scheduled date, the owner/agent may be present to allow DHA access.

If the family misses the first scheduled appointment without requesting a new inspection date, DHA will automatically schedule a second inspection. If the family misses two scheduled inspections without advanced, written DHA approval, DHA will consider the family to have violated its obligation to make the unit available for inspection. This may result in termination of the family’s assistance in accordance with Chapter 12.

Homeownership

DHA Policy

DHA will inspect homeownership units at least annually, while assistance is paid on behalf of the family.

8-II.D. SPECIAL INSPECTIONS [HCV GB, p. 10-30]

DHA will conduct a special inspection if the owner, family, or another source reports HQS violations in the unit.

DHA Policy

During a special inspection, DHA generally will inspect only those deficiencies that were reported. However, the inspector will record any additional HQS deficiencies that are observed and will require the responsible party to make the necessary repairs.

If the annual inspection has been scheduled or is due within 90 days of the date the special inspection is scheduled DHA may elect to conduct a full annual inspection.

8-II.E. QUALITY CONTROL INSPECTIONS [24 CFR 982.405(b); HCV GB, p. 10-32]

HUD requires a DHA supervisor or other qualified person to conduct quality control inspections of a sample of units to ensure that each inspector is conducting accurate and complete inspections and that there is consistency in the application of the HQS.

The unit sample must include only units that have been inspected within the preceding 3 months. The selected sample will include (1) each type of inspection (initial, annual, and special), (2) 5% of the inspections completed by each inspector, and (3) units from a cross-section of neighborhoods.
8-II.F. INSPECTION RESULTS AND REINSPECTIONS FOR UNITS UNDER HAP CONTRACT

Notification of Corrective Actions

The owner and the family will be notified in writing of the results of all inspections. When an inspection identifies HQS failures, DHA will determine (1) whether or not the failure is a life threatening condition and (2) whether the family or owner is responsible.

DHA Policy

When life threatening conditions are identified, DHA will immediately notify both parties by telephone, facsimile, or email. The notice will specify who is responsible for correcting the violation. The corrective actions must be taken within 24 hours of DHA’s notice.

When failures that are not life threatening are identified, DHA will send the owner and the family a written notification of the inspection results within 5 business days of the inspection. The written notice will specify who is responsible for correcting the violation, and the time frame within which the failure must be corrected. Generally not more than 30 days will be allowed for the correction.

The notice of inspection results will inform the owner that if life threatening conditions are not corrected within 24 hours, and non-life threatening conditions are not corrected within the specified time frame (or any DHA-approved extension), the owner’s HAP will be abated in accordance with DHA policy (see 8-II.G.). Likewise, in the case of family caused deficiencies, the notice will inform the family that if corrections are not made within the specified time frame (or any DHA-approved extension, if applicable) the family’s assistance will be terminated in accordance with DHA policy (see Chapter 12).

Extensions

For conditions that are life-threatening, DHA cannot grant an extension to the 24 hour corrective action period. For conditions that are not life-threatening, DHA may grant an exception to the required time frames for correcting the violation, if DHA determines that an extension is appropriate [24 CFR 982.404].

DHA Policy

Extensions will be granted in cases where DHA has determined that the owner has made a good faith effort to correct the deficiencies and is unable to for reasons beyond the owner’s control. Reasons may include, but are not limited to:

- A repair cannot be completed because required parts or services are not available.
- A repair cannot be completed because of weather conditions.
- A reasonable accommodation is needed because the family includes a person with disabilities.

The length of the extension will be determined on a case by case basis, but will not exceed 60 days, except in the case of delays caused by weather conditions. In the case of
weather conditions, extensions may be continued until the weather has improved sufficiently to make repairs possible. The necessary repairs must be made within 15 calendar days, once the weather conditions have subsided.

Re-inspections

DHA Policy

DHA will conduct a re-inspection immediately following the end of the corrective period, or any DHA approved extension.

The family and owner will be given reasonable notice of the re-inspection appointment. If the deficiencies have not been corrected by the time of the re-inspection, DHA will send a notice of abatement to the owner, or in the case of family caused violations, a notice of termination to the family, in accordance with DHA policies. If DHA is unable to gain entry to the unit in order to conduct the scheduled re-inspection, DHA will consider the family to have violated its obligation to make the unit available for inspection. This may result in termination of the family’s assistance in accordance with Chapter 12.

8-11.G. ENFORCING OWNER COMPLIANCE

If the owner fails to maintain the dwelling unit in accordance with HQS, DHA must take prompt and vigorous action to enforce the owner obligations.

HAP Abatement

If an owner fails to correct HQS deficiencies by the time specified by DHA, HUD requires DHA to abate housing assistance payments no later than the first of the month following the specified correction period (including any approved extension) [24 CFR 985.3(f)]. No retroactive payments will be made to the owner for the period of time the rent was abated. Owner rents are not abated as a result of HQS failures that are the family's responsibility.

DHA Policy

DHA will make all HAP abatements effective the first of the month following the expiration of DHA specified correction period (including any extension).

DHA will inspect abated units within 5 business days of the owner's notification that the work has been completed. Payment will resume effective on the day the unit passes inspection.

During any abatement period the family continues to be responsible for its share of the rent. The owner must not seek payment from the family for abated amounts and may not use the abatement as cause for eviction.

HAP Contract Termination

DHA must decide how long any abatement period will continue before the HAP contract will be terminated. DHA should not terminate the contract until the family finds another unit, provided the family does so in a reasonable time [HCV GB p. 10-29] and must give the owner reasonable notice of the termination. DHA will issue a voucher to permit the family to move to another unit as described in Chapter 10.

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DHA Policy

The maximum length of time that a HAP may be abated is 90 days. However, if the owner completes corrections and notifies DHA before the termination date of the HAP contract, DHA may rescind the termination notice if (1) the family still resides in the unit and wishes to remain in the unit and (2) the unit passes inspection.

Reasonable notice of HAP contract termination by DHA is 30 days.

8-II.H. ENFORCING FAMILY COMPLIANCE WITH HQS [24 CFR 982.404(b)]

Families are responsible for correcting any HQS violations listed in paragraph 8.I.D. If the family fails to correct a violation within the period allowed by DHA (and any extensions), DHA will terminate the family’s assistance, according to the policies described in Chapter 12.

If the owner carries out a repair for which the family is responsible under the lease, the owner may bill the family for the cost of the repair.

PART III: RENT REASONABLENESS [24 CFR 982.507]

8-III.A. OVERVIEW

No HAP contract can be approved until DHA has determined that the rent for the unit is reasonable. The purpose of the rent reasonableness test is to ensure that a fair rent is paid for each unit rented under the HCV program.

HUD regulations define a reasonable rent as one that does not exceed the rent charged for comparable, unassisted units in the same market area. HUD also requires that owners not charge more for assisted units than for comparable units on the premises. This part explains the method used to determine whether a unit’s rent is reasonable.

DHA-owned Units [24 CFR 982.352(b)]

In cases where an HCV family is receiving assistance in a DHA-owned unit, DHA must obtain the services of an independent entity to determine rent reasonableness in accordance with program requirements, and to assist the family in negotiating the contract rent when the family requests assistance. A DHA-owned unit is defined as a unit that is owned by DHA that administers the assistance under the consolidated ACC (including a unit owned by an entity substantially controlled by DHA). The independent agency must communicate the results of the rent reasonableness determination to the family and DHA. The independent agency must be approved by HUD, and may be the unit of general local government for DHA jurisdiction (unless DHA is itself the unit of general local government or an agency of such government).

8-III.B. WHEN RENT REASONABLENESS DETERMINATIONS ARE REQUIRED

Owner-initiated Rent Determinations

DHA must make a rent reasonableness determination at initial occupancy and whenever the owner requests a rent adjustment.

The owner and family first negotiate the rent for a unit. DHA (or independent agency in the case of DHA-owned units) will assist the family with the negotiations upon request. At initial
occupancy DHA must determine whether the proposed rent is reasonable before a HAP Contract is signed. The owner must not change the rent during the initial lease term. Subsequent requests for rent adjustments must be consistent with the lease between the owner and the family. Rent increases will not be approved unless any failed items identified by the most recent HQS inspection have been corrected.

**DHA Policy**

After the initial occupancy period, the owner may request a rent adjustment in accordance with the owner’s lease. For rent increase requests after initial lease-up, DHA may request owners to provide information about the rents charged for other units on the premises, if the premises include more than 4 units. In evaluating the proposed rents in comparison to other units on the premises DHA will consider unit size and length of tenancy in the other units.

DHA will determine whether the requested increase is reasonable within 20 business days of receiving the request from the owner. The owner will be notified of the determination in writing.

All rents adjustments will be effective the first of the month following 60 days after DHA’s receipt of the owner’s request or on the date specified by the owner, whichever is later.

DHA will only approve a rent increase request for less than or equal to 3.5% of the total contract rent.

DHA requires the tenant to approve any proposed increase in writing, prior to consideration.

DHA will only process a rent increase at the annual re-examination.

All requests must be submitted in the format prescribed by DHA.

As a cost containment measure, DHA may temporarily suspend approval of rent increases, or request owners to decrease the contract rent for a specified period of time.

**DHA- and HUD-Initiated Rent Reasonableness Determinations**

HUD requires DHA to make a determination of rent reasonableness (even if the owner has not requested a change) if there is a 5 percent decrease in the Fair Market Rent that goes into effect at least 60 days before the contract anniversary date. HUD also may direct DHA to make a determination at any other time. DHA may decide that a new determination of rent reasonableness is needed at any time.

**DHA Policy**

In addition to the instances described above, DHA will make a determination of rent reasonableness at any time after the initial occupancy period if: (1) DHA determines that the initial rent reasonableness determination was in error or (2) DHA determines that the information provided by the owner about the unit or other units on the same premises was incorrect.
8-III.C. HOW COMPARABILITY IS ESTABLISHED

Factors to Consider

HUD requires DHA to take into consideration the factors listed below when determining rent comparability. DHA may use these factors to make upward or downward adjustments to the rents of comparison units when the units are not identical to the HCV-assisted unit.

- Location and age
- Unit size including the number of rooms and square footage of rooms
- The type of unit including construction type (e.g., single family, duplex, garden, low-rise, high-rise)
- The quality of the units including the quality of the original construction, maintenance and improvements made.
- Amenities, services, and utilities included in the rent

Units that Must Not be Used as Comparables

Comparable units must represent unrestricted market rents. Therefore, units that receive some form of federal, state, or local assistance that imposes rent restrictions cannot be considered comparable units. These include units assisted by HUD through any of the following programs: Section 8 project-based assistance, Section 236 and Section 221(d)(3) Below Market Interest Rate (BMIR) projects, HOME or Community Development Block Grant (CDBG) program-assisted units in which the rents are subsidized; units subsidized through federal, state, or local tax credits; units subsidized by the Department of Agriculture rural housing programs, and units that are rent-controlled by local ordinance.

Rents Charged for Other Units on the Premises

The Request for Tenancy Approval (HUD-52517) requires owners to provide information, on the form itself, about the rent charged for other unassisted comparable units on the premises if the premises include more than 4 units.

By accepting DHA payment each month the owner certifies that the rent is not more than the rent charged for comparable unassisted units on the premises. If asked to do so, the owner must give DHA information regarding rents charged for other units on the premises.

8-III.D. DHA RENT REASONABLENESS METHODOLOGY

How Market Data is Collected

DHA Policy

DHA will collect and maintain data on unit information and market rents in DHA's jurisdiction. Information sources may include newspapers, realtors, appraisers, market surveys, landlords and other available sources. Unit data will include the location, quality, size, type and age of the unit, as well as amenities, housing services, maintenance and utilities to be provided by the owner. Data will be updated on an on-going basis and rent information that is more than 12 months old will not be used to determine rent reasonableness.
How Rents are Determined

DHA Policy

DHA uses a unit for unit comparison by which the rent for a unit proposed for HCV assistance is directly compared to the rents for one or more unassisted units selected as comparables within the same market area. Geo-coded maps will be used to identify the unsubsidized units in closest proximity to the subject unit, and unit data information will be used to select the most similar units.

In comparing rents, DHA will take into account critical market factors that impact rent, including the location, quality, size, unit type, and age of the contract unit, as well as any amenities, housing services, maintenance and utilities to be provided by the owner in accordance with the lease.

Where comparable units differ from the unit proposed for HCV assistance, DHA will determine whether those differences impact rent. Where they do, DHA will adjust the rental value of the comparable units, up or down, based on the market value of these factors. The rent for the unit proposed for HCV assistance will be compared to the adjusted rents for the comparable units, enabling a fair, accurate, market-based determination of rent reasonableness.

When a comparable project offers rent concessions (e.g., first month rent-free, or reduced rent) reported monthly rents will be adjusted accordingly. For example, if a comparable project reports rents of $500/month but new tenants receive the first month's rent free, the actual rent for the unit would be calculated as follows: $500 x 11 months = 5500/12 months = actual monthly rent of $488.

DHA will notify the owner of the rent DHA can approve based upon its analysis of rents for comparable units. If the owner disagrees with this analysis, the owner may submit additional information in support of their requested rent. DHA will consider this information when making rent determinations. The owner must submit any additional information within 5 business days of DHA’s notification.
EXHIBIT 8-1: OVERVIEW OF HUD HOUSING QUALITY STANDARDS

Note: This document provides an overview of HQS. For more detailed information see the following documents:

- 24 CFR 982.401, Housing Quality Standards (HQS)
- Housing Choice Voucher Guidebook, Chapter 10.
- HUD Housing Inspection Manual for Section 8 Housing
- HUD Inspection Form, form HUD-52580 (3/01) and Inspection Checklist, form HUD-52580-A (9/00)

Sanitary Facilities

The dwelling unit must include sanitary facilities within the unit. The sanitary facilities must be usable in privacy and must be in proper operating condition and adequate for personal cleanliness and disposal of human waste.

Food Preparation and Refuse Disposal

The dwelling unit must have space and equipment suitable for the family to store, prepare, and serve food in a sanitary manner.

Space and Security

The dwelling unit must provide adequate space and security for the family. This includes having at least one bedroom or living/sleeping room for each two persons.

Thermal Environment

The unit must have a safe system for heating the dwelling unit. Air conditioning is not required but if provided must be in proper operating condition. The dwelling unit must not contain unvented room heaters that burn gas, oil, or kerosene. Portable electric room heaters or kitchen stoves with built-in heating units are not acceptable as a primary source of heat for units located in climatic areas where permanent heat systems are required.

Illumination and Electricity

Each room must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of occupants. The dwelling unit must have sufficient electrical sources so occupants can use essential electrical appliances. Minimum standards are set for different types of rooms. Once the minimum standards are met, the number, type and location of electrical sources are a matter of tenant preference.

Structure and Materials

The dwelling unit must be structurally sound. Handrails are required when four or more steps (risers) are present, and protective railings are required when porches, balconies, and stoops are thirty inches or more off the ground. The elevator servicing the unit must be working [if there is one]. Manufactured homes must have proper tie-down devices capable of surviving wind loads common to the area.
**Interior Air Quality**

The dwelling unit must be free of air pollutant levels that threaten the occupants’ health. There must be adequate air circulation in the dwelling unit. Bathroom areas must have one openable window or other adequate ventilation. Any sleeping room must have at least one window. If a window was designed to be opened, it must be in proper working order.

**Water Supply**

The dwelling unit must be served by an approved public or private water supply that is sanitary and free from contamination. Plumbing fixtures and pipes must be free of leaks and threats to health and safety.

**Lead-Based Paint**

Lead-based paint requirements apply to dwelling units built prior to 1978 that are occupied or can be occupied by families with children under six years of age, excluding zero bedroom dwellings. Owners must:

- Disclose known lead-based paint hazards to prospective tenants before the lease is signed,
- provide all prospective families with "Protect Your Family from Lead in Your Home",
- Stabilize deteriorated painted surfaces and conduct hazard reduction activities when identified by DHA
- Notify tenants each time such an activity is performed
- Conduct all work in accordance with HUD safe practices
- As part of ongoing maintenance ask each family to report deteriorated paint.

For units occupied by environmental intervention blood lead level (lead poisoned) children under six years of age, a risk assessment must be conducted (paid for by DHA). If lead hazards are identified during the risk assessment, the owner must complete hazard reduction activities.

See HCV GB p. 10-15 for a detailed description of these requirements. For additional information on lead-based paint requirements see 24 CFR 35, Subparts A, B, M, and R.

**Access**

Use and maintenance of the unit must be possible without unauthorized use of other private properties. The building must provide an alternate means of exit in case of fire.

**Site and Neighborhood**

The site and neighborhood must be reasonably free from disturbing noises and reverberations, excessive trash or vermin, or other dangers to the health, safety, and general welfare of the occupants.

**Sanitary Condition**

The dwelling unit and its equipment must be in sanitary condition and free of vermin and rodent infestation. The unit must have adequate barriers to prevent infestation.
Smoke Detectors
Smoke detectors must be installed in accordance with and meet the requirements of the National Fire Protection Association Standard (NFPA) 74 (or its successor standards). If the dwelling unit is occupied by any person with a hearing impairment, smoke detectors must have an appropriate alarm system as specified in NFPA 74 (or successor standards).

Hazards and Health/Safety
The unit, interior and exterior common areas accessible to the family, the site, and the surrounding neighborhood must be free of hazards to the family's health and safety.
Note: This document provides an overview of unit and site characteristics and conditions for which the family determines acceptability. For more detailed information see the following documents:

- Housing Choice Voucher Guidebook, Chapter 10.
- HUD Housing Inspection Manual for Section 8 Housing
- HUD Inspection Form, form HUD-52580 (3/01) and Inspection Checklist, form HUD-52580-A (9/00)

Provided the minimum housing quality standards have been met, HUD permits the family to determine whether the unit is acceptable with regard to the following characteristics.

- **Sanitary Facilities.** The family may determine the adequacy of the cosmetic condition and quality of the sanitary facilities, including the size of the lavatory, tub, or shower; the location of the sanitary facilities within the unit; and the adequacy of the water heater.

- **Food Preparation and Refuse Disposal.** The family selects size and type of equipment it finds acceptable. When the family is responsible for supplying cooking appliances, the family may choose to use a microwave oven in place of a conventional oven, stove, or range. When the owner is responsible for providing cooking appliances, the owner may offer a microwave oven in place of an oven, stove, or range only if other subsidized and unsubsidized units on the premises are furnished with microwave ovens only. The adequacy of the amount and type of storage space, the cosmetic conditions of all equipment, and the size and location of the kitchen are all determined by the family.

- **Space and Security.** The family may determine the adequacy of room sizes and room locations. The family is also responsible for deciding the acceptability of the type of door and window locks.

- **Energy conservation items.** The family may determine whether the amount of insulation, presence of absence of storm doors and windows and other energy conservation items are acceptable.

- **Illumination and Electricity.** The family may determine whether the location and the number of outlets and fixtures (over and above those required to meet HQS standards) are acceptable or if the amount of electrical service is adequate for the use of appliances, computers, or stereo equipment.

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**EXHIBIT 8-2: SUMMARY OF TENANT PREFERENCE AREAS RELATED TO HOUSING QUALITY**

Page 8-19
(6) **Structure and Materials.** Families may determine whether minor defects, such as lack of paint, or worn flooring or carpeting will affect the livability of the unit.

(7) **Indoor Air.** Families may determine whether window and door screens, filters, fans, or other devices for proper ventilation are adequate to meet the family’s needs. However, if screens are present they must be in good condition.

(8) **Sanitary Conditions.** The family determines whether the sanitary conditions in the unit, including minor infestations, are acceptable.

(9) **Neighborhood conditions.** Families may determine whether neighborhood conditions such as the presence of drug activity, commercial enterprises, and convenience to shopping will affect the livability of the unit.

Families have no discretion with respect to lead-based paint standards and smoke detectors.
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<thead>
<tr>
<th>Description</th>
<th>Housing Quality Standard</th>
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</table>
| Electricity | Requirements differ according to room. At least 2 working outlets, or 1 outlet plus a permanently installed ceiling or wall light fixture in L/R and bedroom(s); at least 1 working outlet and 1 kitchen; and at least 1 permanently installed light fixture in bathroom | **Electrical outlets:** every habitable room shall contain at least two (2) separate duplex convenience outlets. Outlets should be so located as reasonable to provide service to appliances in different parts of the same room. **Electrical fixtures:** At least one (1) fixed in place ceiling or wall type electric light fixture shall be provided in every bedroom, toilet room, bathroom, laundry room, furnace room, public hall, basement or any other area in which artificial light is required for the safety and welfare of the occupants. A switched wall receptacle shall be acceptable in a bedroom, living room, or den.  
**Article VI. Housing Code Section 6-154(i)(2)(3)** | CITY |
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<tr>
<td>Electrical Hazards</td>
<td>All rooms must be free from electrical hazards (broken, non-insulated, frayed, and/or improper types of wiring, connections or insulation; wires lying in or located near standing water or other unsafe places; light fixtures hanging from electric wiring w/out other firm support or fixture; missing cover plates on switches or outlets; badly cracked outlets; exposed fuse box connections; overloaded circuits by frequently “blown” fuses.</td>
<td><strong>Electrical Service:</strong> Every dwelling unit and all public and common areas shall be supplied with adequate electric service, of at least one hundred (100) amp service which shall be properly installed and connected to the source of electric power in a manner prescribed by the ordinances, rules, and regulations of the city. No receptacles, ceiling fixtures or other devices shall be permitted to hang loose. All switches, fixtures, and devices shall be safely operable or else properly sealed off and disconnected. Flexible cords shall not be used as a substitute for the fixed wiring; run through holes in walls, ceilings, or floors; run through doorways, windows or similar openings; attached to building surfaces; concealed behind building walls, ceilings, or floors. Circuits shall not be overloaded. Fuses shall be sized correctly and not bridged out.</td>
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**Article Vi. Housing Code Section 6-154(1)(a-e)**
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<tr>
<td>Security</td>
<td>Window and doors accessible to the outside or to a common public area must be lockable (have a properly working lock, or is nailed shut, or not designed to be opened). Nailed shut windows are not acceptable if they are needed for ventilation or as an alternative exit in case of fire.</td>
<td>Doors providing entrance and exit for any dwelling unit shall have locking devices capable of being operated from the inside and outside of the dwelling. Barrel bolts and hasps with padlocks are not adequate for primary doors. (This requirement shall not apply to screen, storm, or louver doors.) Safe, continuous, and unobstructed exit shall be provided from interior of building to the exterior at street or grade level. <strong>Article VI. Housing Code Section 6-154(b)(1-4)</strong></td>
<td>CITY</td>
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</table>

| Window Condition | Windows must not have “severe deterioration; to the point that the window no longer has the capacity to keep out wind and rain or is a cutting hazard. | All operable windows shall be adequately screened or equipped with storm windows from the period May 1st to November 1st. Screens shall not be permanently fixed to the window frame or sash. |   |
Window Condition (cont.)

Examples are missing or broken-out panes; dangerously loose cracked panes; windows that will not close; windows that when closed, do not form a reasonably tight seal. Windows that show signs of “moderate deterioration” (reasonably weather-tight, aged, abused or lack of repair) or “deterioration” (minor crack in pane, splintered sill, minor rotting of frame or window itself; panes loose because of missing putty) should “Pass.”

This requirement shall apply to dwelling units equipped with window air conditioning units which are not permanently installed. Window frames and glass shall be reasonably weather-tight, with no cracked or broken glass. If, in the opinion of the administrator or his designee, certain cracked glass does not present a danger or hazard, a waiver of this provision may be granted. Operable window area in each toilet room and bathroom shall be at least one and a half square feet, unless served by other approved ventilation. Every sleeping room, unless it has two (2) exits, or one (1) window that can be opened without the use of tools, including burglar bars, to provide a clear opening not less than sixteen (16) inches in least dimension and four hundred thirty-two (432) square inches in area, or if of fixed glass must be at least twenty-four (24) inches, with the bottom of the opening not more than four (4) feet above the floor. Required operable window area shall have fixed screens.

Article VI. Housing Code Section 6-154(c)(3-6)
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<tr>
<td>Ceiling Condition</td>
<td>Ceilings must be sound and free from hazardous defects, the presence of such serious defects that either a potential exists for structural collapse or that such large cracks or holes allow significant drafts to enter the unit. Examples are severe bulging or buckling; large holes; missing parts; falling or in danger of falling loose surface materials (other than paper or paint). <strong>Basically sound ceilings that have</strong> some non-hazardous defects, including: <strong>small holes or cracks</strong>, missing or broken ceiling tiles; water stains; soiled surfaces; unpainted surfaces;; or peeling paint should “Pass.”</td>
<td>Joists and supporting members shall provide sufficient support for the ceiling. No holes or cracks which permit outside air to penetrate rooms shall be permitted. There shall be no loose plaster, boards, sheetrock, or ceiling finish. Any materials used in the repair of the ceiling shall be of a material that is similar in texture and appearance to the original material. This provision does not prohibit the replacement of the entire ceiling; provided that the material used is contiguous over the entire ceiling area within the affected room. Ceilings shall be maintained free of holes, cracks or loose or deteriorated materials. All ceilings shall be kept clean and free of any flaking, loose or peeling paint and paper.</td>
<td>CITY (City code does not allow for holes/cracks)</td>
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Article VI. Housing Code Section 6-154(g)(a-e)
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<tr>
<td>Wall Condition (Interior)</td>
<td>Walls must be sound and free from hazardous defects. “Unsound or hazardous” includes: serious defects such as severe buckling, bulging or leaning; damaged or loose structural members; large holes; air infiltration. “Pass” walls that are basically sound but have some non-hazardous defects, including: small or shallow holes; cracks; loose or missing parts; unpainted surfaces; peeling paint.</td>
<td>Interior finish shall be free of holes and excessive cracks which:</td>
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<td>▪ Permit outside or moisture to penetrate rooms; or</td>
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<td>▪ Contain loose or flaking materials</td>
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<td>All walls, woodwork, doors, and windows shall be kept clean and free of any flaking, loose, or peeling paint. There should be no loose plaster, boards, or other loose wall materials. Cardboard, newspaper, or other highly combustible or improper wall finish is prohibited. Studs shall provide sufficient support for interior wall. Doors must fit the opening in which they are hung and be equipped with hardware that allows for their opening and closing.</td>
<td>Article VI. Housing Code Section 6-154(g)(7)</td>
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<tr>
<td>Floor Condition</td>
<td>Floors must be sound and free from hazardous defects. Unsound or hazardous means the presence of such serious defects that a potential exists for structural collapse or other threats to safety (e.g., tripping) or large cracks or holes allow substantial drafts from below the floor. The condition includes severe buckling or major movements under walking stress or damaged or missing parts. <strong>Pass floors that are basically sound but</strong> have some non-hazardous defects, including: heavily worn or damaged floor surface (for example, scratches or gouges in surface, missing portions of tile or linoleum, previous water damage.) If there is a floor covering also note the condition, especially if badly worn or soiled. If there is a floor covering, including paint or sealant, also note the conditions, especially if badly worn, soiled or peeling.</td>
<td>Broken, overloaded, excessively decayed or sagging structural floor members are prohibited. Structural floor members shall be supported on foundation walls and piers that are not deteriorated and perform the function for which they were intended. Floor joists shall be supported on structural bearing members and shall not be made structurally unsound by deterioration. Flooring shall be reasonably smooth, not rotten or worn through, and without holes or excessive cracks which permit outside air or penetrate rooms. Flooring shall not be loose. Split, splintered, or badly worn floorboards shall be repaired or replaced. Floors in contact with soil shall be paved either with concrete not less than three (3) inches thick or with other masonry not less than four (4) inches thick, which shall be sealed tightly to the foundation walls. All bathroom, laundry, and kitchen floors shall be constructed and maintained so as to be impervious to water by covering with a waterproof nonabsorbent material.</td>
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<tr>
<td>Floor Condition (Cont...)</td>
<td>(Examples of this type of material include: asphalt tile, ceramic tile, linoleum tile or sheet, rubber tile, terrazzo, vinyl tile, vinyl plastic tile or sheet, finished wood, parquet, masonry, polyurethane). Certain absorbent materials covered with a waterproof finish shall also be permitted. Porch and deck-type enamel paints shall be prohibited due to their non-durable nature. The administrator or his designee can approve other types of waterproof nonabsorbent materials that meet the criteria of this section.</td>
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<tr>
<td>Lead-Based Paint</td>
<td>Article VI. Housing Code Section 6-154 (g)(8)</td>
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| Lead-Based Paint | **All painted surfaces within** the unit (except tenant’s belongings) shall be free of deteriorated paint (Deteriorated paint includes any painted surface that is peeling, chipping, chalking, cracking, damaged or otherwise separated from the surface). |

|  | Effective January 1, 1995, all exterior buildings and structures, not inherently resistant to deterioration, shall be treated with a protective coating, such as paint or other suitable preservative, with sufficient frequency to prevent deterioration. All such portions shall be cleaned and free of flaking, loose or defective surfacing materials prior to painting or coating. All interior loose or peeling wall covering or paint shall be removed and the exposed surface shall be placed in a smooth and sanitary condition. No paint shall be used for interior painting of any dwelling or dwelling unit unless the paint is free from any lead pigment. **Article VI. Housing Code Section 6-154** |

|  | CITY (The city addresses the interior and exterior of the structure and HQS addresses only the interior as it relates to lead based paint) |

**NOTE:** DHA has adopted the city’s standard for this concern.
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<tr>
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<tr>
<td>Stove/Range w/ Oven</td>
<td>Both an oven and a stove (or range) with top burners must be present. To be working a stove or range must have all burners working and knobs to turn them off and on. A strong gas smell coming from range may indicate hazardous gas hook-ups. These should fail. An oven or range that only shows defects such as marks, dents, scratched surfaces, or cracked burner rings should pass. A microwave may be substituted for a tenant-supplied oven and stove (or range).</td>
<td>Every dwelling unit shall contain a room or space for the preparation and cooking of food which shall include space and connections for a stove or other cooking facilities. The use of gasoline stoves or other similar fuel burning appliances using highly flammable liquids and the use of portable kerosene stoves or other similar fuel burning portable appliances for cooking is prohibited. Hoods and ducts over kitchen ranges shall be cleaned with sufficient frequency so as to remove grease or other flammable materials that might collect therein.</td>
<td>CITY (While HQS does not address grease and other buildup in the oven or the eyes of the stove that are potential fire hazards, DHA has adopted the city’s standard for this concern).</td>
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**Article VI. Housing Code Section 6-154(a)(4)**

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<tr>
<td>Refrigerator</td>
<td>A refrigerator must maintain a temperature low enough to keep food from spoiling over a reasonable period of time. If the refrigerator is present and working but <em>defects</em> exist, note these. Such <em>defects</em> include broken or missing interior shelving; dented or scratched interior or exterior surfaces; minor deterioration of door seal and loose door handle, and should “Pass.”</td>
<td>Every dwelling unit shall contain a room or space for the preparation and cooking of food which shall include space and connections for a stove or other cooking facilities, space for dry food storage and space for refrigerated food storage and a kitchen sink.</td>
<td>HQS</td>
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<tr>
<td>Sink (kitchen)</td>
<td>A permanently attached kitchen sink must be present in the kitchen, have running hot and cold water from the faucets and a properly connected and working drain with a gas trap to “Pass.” A working sink with defects such as a dripping faucet, marks, dents, or scratched surfaces, a slow drain, or missing or broken drain stopper should be noted, but not failed.</td>
<td>Every dwelling unit shall contain a room or space for the preparation and cooking of food which shall include space and connections for a stove or other cooking facilities, space for dry food storage and space for refrigerated food storage and a kitchen sink.</td>
<td>CITY</td>
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| Space for Storage, Preparation, & Serving of Food | Some space must be available for the storage, preparation, and serving of food. A table and a portable storage cabinet will satisfy this requirement. If there is no built-in space, and no room for a table and portable cabinet, the final determination as to whether or not this is acceptable is the tenant’s. | Every dwelling unit shall contain a room or space for the preparation and cooking of food which shall include space and connections for a stove or other cooking facilities, space for dry food storage and space for refrigerated food storage and a kitchen sink. Each kitchen shall have a cabinet, or a base cabinet combined with wall cabinet(s) or other enclosed area, which provides the following:  
1. A minimum of (30) thirty square feet of enclosed shelf space;  
2. Drawer space containing a minimum of five (5) square feet;  
3. Counter top area with a minimum of six (6) square feet covered with a waterproof nonabsorbent material safe for contact with food. Areas occupied by sinks and counter top cooking units shall not be included in the minimum required counter top area. | SAME (Except as noted to the left)                                                                                      |

**Article VI. Housing Code Section 6-154(a)(4)**
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<tr>
<td>Toilet</td>
<td>There must be a working toilet in the unit for the exclusive private use of the tenant. Outhouses or facilities shared by occupants of other units are not acceptable. A non-working toilet is one that is not connected to a water supply; it is not connected to a sewer drain; it is clogged; it does not have a trap; the connections, vents or traps are faulty to the extent that severe leakage of water or escape of gasses occurs; and the flushing mechanism does not function properly. If the toilet is present, exclusive, and working, but has defects such as constant running, chipped or broken porcelain, or is slow draining, it should be noted, but “Pass.”</td>
<td>Every dwelling unit shall contain, within a room which affords privacy, a toilet…in good working condition which shall be properly connected to the public sanitary sewer or to an approved sewage disposal system.</td>
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<td>Article VI. Housing Code Section 6-154(j)(3)</td>
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<td>Wash Basin/ Lavatory</td>
<td>The wash basin must be permanently installed. A portable wash basin does not satisfy this requirement. A kitchen sink cannot also serve as the bathroom basin. The basin may be located separate from the other bathroom facilities. It must be connected to a properly operated drain. The connectors (vents or traps) must not be faulty to the extent that severe leakage of water or escape of sewer gases occurs. If the wash basin is present and working, but has the following types of minor defects: insufficient water pressure; dripping faucets, minor leaks; cracked or chipped porcelain; or slow drain, these defects should be noted, but “Passed.”</td>
<td>Every dwelling shall contain, within a room which affords privacy…lavatory basin…in good working condition which shall be properly connected to the public sanitary sewer or to an approved sewage disposal system. The lavatory basin shall be properly connected to both hot and cold water lines. Article VI. Housing Code Section 6-154(j)(3)</td>
<td>CITY</td>
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<tr>
<td>Tub or Shower</td>
<td>A working tub or shower with hot and cold running water must be present in the unit. These facilities need not be in the same room with the rest of the bathroom facilities. They must, however, be private. Minor defects that should “Pass” but be noted are the same as those for wash basin above, with the addition of an absent or broken shower curtain rod.</td>
<td>Every dwelling shall contain, within a room which affords privacy…and either a tub or shower…in good working condition which shall be properly connected to the public sanitary sewer or to an approved sewage disposal system. The lavatory basin shall be properly connected to both hot and cold water lines, and the water closet shall be properly connected to a cold water line. Article VI. Housing Code Section 6-154(j)(3)</td>
<td>CITY</td>
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<tr>
<td>Ventilation (Bathroom)</td>
<td>An operable window(s) or working vent system is required in bathroom. Working vent systems include ventilation shafts (non-mechanical vents) and electric fans. Electric vent fans must function when switch is turned on.</td>
<td>When a window cannot be provided to open directly to the outside air, a ventilating system may be substituted for the required window area. A blind kitchen, bathroom or toilet room shall be provided with artificial light and mechanical ventilation. However, existing ventilating systems in bathrooms and toilet rooms which are functioning adequately may be permitted to remain. Operable window area in each toilet room and bathroom shall be at least one and a half square feet, unless served by other approved ventilation. Article VI. Housing Code Section 6-154(c)(2)(5)</td>
<td>SAME (except that HQS does not specify window size when bathroom does not have mechanical ventilation).</td>
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<td>Smoke Detectors</td>
<td>At least 1 battery-operated or hard-wired smoke detector must be present and working on each level of the unit, including the basement, but not the crawl spaces and unfinished attic. Smoke Detectors <strong>must be installed in accordance with and meet the requirements of the National Fire Protection Association (NFPA) Standard 74 (or its successor standards).</strong> If any hearing-impaired person occupies the dwelling, smoke detectors must have an alarm system designed for hearing-impaired persons as specified in NFPA 74 (or successor standards)</td>
<td>All dwellings and dwelling units shall be equipped with a smoke detector (battery operated or 110 volt) which has been listed by a testing agency (such as Underwriters Laboratories) and such detector shall be installed outside of each sleeping area inside the dwelling unit. All smoke detectors shall be located on or near the ceiling of the room wherein it is located and shall be installed in accordance with the manufacturer’s instructions and maintained in proper working condition. <strong>Article VI. Housing Code Section 6-154(l)(3)</strong></td>
<td>HQS appears to have the higher standard in that it addresses the hearing impaired, and that smoke detectors must be installed and meet NFPA requirements. On the other hand, the city requires a detector in or near all sleeping areas, and HQS requires one only on each level of the unit.</td>
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</table>
| Condition of Foundation        | Foundation must be sound and free from hazardous defects. “Unsound or hazardous” means foundations with severe structural defects indicating the potential for structural collapse; or foundations that allow significant entry or ground water (for example, evidenced by flooding of basement). Must have the capacity to properly support the building and keep ground water out of the basement under normal rainfall conditions. The following conditions are indicative of structural instability (if present they will be evident from outside the building or in the basement):  
  - Evidence of major recent settling  
  - Large cracks or holes  
  - Large sections of crumbling rock, stone, or concrete  
  - Major deterioration of wood support members due to water damage or termites. | a. Every dwelling unit shall be on firm ground. Foundation drainage shall be provided and maintained so as to prevent standing water.  
  b. Footings shall be sound with adequate bearing.  
  c. All elements of the foundation, including structural members and masonry, shall be in good repair.  
  d. No piers shall be used for support in which the plumb line from top center falls outside the middle one-third (1/3) of the base of the pier. (A plumb bob held firmly against the top of the pier and hanging down the side wall indicates the vertical alignment).  
  e. No isolated masonry piers exceeding in height ten (10) times the least dimension of pier shall be permitted.  
  f. A crawl space access hole having a door shall be provided to any under-floor space in all dwellings. | CITY |

**Article VI. Housing Code Section 6-154 (g)(1)**
| Condition of Foundation (cont...) | If piers or other parts of the foundation look questionable but the structure above feels stable, pass the item. |  |
| Condition of Stairs, Rails, and Porches | **Stairs, rails, and porches must be sound and free from hazards.** They must not show severe structural defects; broken, rotting, or missing steps; absence of a handrail when there are **4 or more consecutive steps**; absence of or insecure railings around a porch or balcony which is approximately 30 inches or more above the ground. If the tenant family has small children, be especially watchful for loose or missing sections or porch railing that might pose danger to children falling off the porch. This item also includes the condition of steps leading to the dwelling units which are not physically attached to the building, like steps up a steep lawn from the sidewalk. **If the unit is part of a multi-unit structure, inspect only the exterior stairs, rails, and porches that are associated with the tenant’s apartment or frequently used by the tenant.** | **SAME (Except that the City is specific about the height from the ground of a porch, balcony or raised surface)** |
| | a. Stairs and steps shall be free of holes, grooves, and cracks large enough to constitute accident hazards. | |
| | b. Handrails having minimum and maximum heights of thirty (30) inches and thirty-eight (38) inches respectively, measured vertically from the nose of the treads, shall be provided on at least one (1) side of stairways of four (4) or more risers. | |
| | c. No flight of stairs shall be settled out of its intended position or pulled away from supporting or adjacent members. | |
| | d. Stairs shall strongly supported and supporters shall not be rotting, sagging, or deteriorated. | |
| | e. Stairs shall be plumb, level and treads shall be uniform in width, and risers uniform in height, sound and securely fastened to structure. A slight uniform tilt of the treads to aid in the runoff of water is permissible for exterior steps. | |
| Condition of Stairs, Rails, and Porches (Cont...) | **Interior stairs and common halls.** Loose, broken, or missing steps should fail if they present a serious risk of tripping or falling. A handrail is required on extended sections of stairs (generally 4 or more consecutive steps). A **railing is required on unprotected heights such as around stairwells.** | f. Every stairway, including inside stairs and rails, porches, decks, and appurtenances thereto shall be kept in sound condition and good repair.  

**Article VI. Housing Code 6-154(g)(5)**  
g. Platforms and steps shall be provided to serve exits and shall be maintained in a safe condition. |
| Condition of Roof and Gutters | Roof, gutters and downspouts must be sound and free from hazards. “unsound or hazardous” means: The roof has serious defects such as serious buckling or sagging, indicating the potential of structural collapse; large holes or other defects that would result in significant air or water infiltration (in most cases severe exterior defects will be reflected in equally serious surface defects within the unit, e.g. buckling, water damage). The gutters, downspouts and soffits (area under the eaves) show serious decay and have allowed the entry of significant air or water into the interior of the structure. **Gutters and downspouts are, however, not required to pass.** If the roof is not observable and there is no sign of interior water damage, “Pass.” | a. Roofing shall be provided to prevent the entrance of moisture and shall be maintained by renewal, repair, waterproofing or other suitable means.  
b. Gutters and downspouts, if installed, shall be provided to properly collect, conduct, and discharge the water from the roof and away from the structure.  
c. Roofs shall be supported and no rafters shall be rotted, broken, sagging, or have improperly supported ends.  
d. Attics shall have ventilation that allows the movement of air to dissipate excessive heat build up. Heat build up is excessive if it causes deterioration of any structural member of roofing material.  
e. Sheathing shall not be rotted, loose or sagging.  

**CITY** |
| Condition of Roof and Gutters (cont…) | f. Roof covering shall not be loose, nor have holes or leaks.  
g. Flashing shall be provided at walls and chimney’s and shall be installed in accordance with the North Carolina Building Code.  
**Article VI. Housing Code Section 6-154(g)(3)** |
| Condition of Chimney | Chimney must be sound and free from hazards. It should not be seriously leaning or showing evidence of significant disintegration (i.e. many missing bricks).  
Chimney’s shall be tight and safe, and capable of maintaining proper draft for carriage of combustion by-products to outside air. Chimneys shall be kept clean of soot and other debris. No holes shall be permitted in flue, except for necessary vent connections and clean outdoors. All existing hanging masonry chimneys shall be removed. Thimbles shall be grouted in tight. Thimbles shall be located high enough to provide proper draft for the heating appliances served thereby.  
**Article VI. Housing Code Section 6-154(e)(4)** |
<p>| CITY (City requirements extend beyond that of HQS, to include thimbles, the fireplace and hearth, as well as lining.) |</p>
<table>
<thead>
<tr>
<th>Description</th>
<th>Housing Quality Standard</th>
<th>Durham City Code</th>
<th>Higher Standard (HQS, CITY, SAME)</th>
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<tbody>
<tr>
<td>Adequacy of Heating Equipment</td>
<td>Heating equipment must be capable of providing adequate heat (either directly or indirectly) to all rooms used for living? The HA is responsible for defining what constitutes a healthy living environment in the area of the country in which it operates. <em>Local codes (city or state) should be instructive in arriving at a reasonable local definition. For example, for heat adequacy, local codes often require that the unit’s heating facility be capable of maintaining a given temperature level during a designated time period.</em> Portable electric room heaters or kitchen stoves or ranges with a built-in heat unit are not acceptable as a primary source of heat for units located in areas where climate conditions require regular heating.</td>
<td>Every dwelling and dwelling unit shall be provided with a heating unit which is properly designed, installed, and balanced or adjusted, maintained in good and safe condition and which is capable of safely and adequately heating all habitable rooms, bathrooms, and water compartments located therein to a temperature of at least sixty-eight (68) degrees Fahrenheit. All rooms may vary in temperature by as much as ten (10) degrees Fahrenheit. Either central or space heating units designed for continuous use may be used. Portable or temporary space heaters are strictly prohibited as a primary source of heat, but may be used to supplement heating.</td>
<td>CITY (Though requirements are same, HQS advises adherence to local/ state codes for the determination of “heat adequacy” and the given temperature levels during specific time periods).</td>
</tr>
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</table>

**Article VI. Housing Code Section 6-154(e)(1)**
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<tr>
<th>Description</th>
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<tbody>
<tr>
<td>Safety of Heating Equipment (space heating units)</td>
<td>Unit must be free from un-vented fuel burning space heaters or any types of unsafe heating conditions.</td>
<td>Every space heating unit shall: Not use gasoline or other similar highly flammable liquid fuel; not be portable type using solid, liquid, or gaseous fuel; be properly connected according to the manufacturer’s instructions on installation; be so located or protected as to prevent any overheating of adjacent combustible material; if employing electricity, be connected to a circuit of adequate capacity in an approved manner; be provided with all required automatic or safety devices; and be installed under permit and be properly operated. A kerosene space heater which has its fuel piped to the heater from a remotely installed bulk tank shall be permissible under this section. Other portable kerosene space heaters are strictly prohibited as a primary source of heat. All un-vented gas-fired heating units are strictly prohibited, as a primary source of heat. Ornamental gas logs may be installed in a fireplace provided that such installations is in compliance with the North Carolina State</td>
<td>SAME</td>
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</tbody>
</table>
| Safety of Heating Equipment (space heating units) | Mechanical Code.  
**Article VI. Housing Code Section 6-154(e)(3)** | SAME  
(Except that the City has specific dimensions for window size). |
| --- | --- | --- |
| Ventilation and Adequacy of Cooling | Unit must have adequate ventilation and cooling by means of operable windows or a working cooling system. | Every habitable room in a dwelling or dwelling unit shall contain a window or windows opening directly to outside air and the total glass area of such window or windows shall not be less than eight (8) percent of the floor area of such room, provided that the administrator may approve such other arrangement as will adequately light and ventilate the room where provision for operable windows is not feasible.  
**Article VI. Housing Code Section 6-154(c)(1)** |
| Water Heater | Water heater must be located, equipped, and installed in a safe manner. Gas water heaters in bedrooms or other living areas must have safety dividers or shields and must be vented into a properly installed chimney or flue leading outside. Water heaters must have a temperature-pressure relief valve and discharge line (directed toward the floor or outside of the living area) as a safeguard against build up of steam if the water heater malfunctions. | Every dwelling or dwelling unit shall have supplied water heating unit which has been listed by a testing agency and is properly installed, operated and maintained in a safe and good working condition and is properly connected to the bathtub or shower, sink and lavatory basin, as required in this article. Such water heating unit shall be capable of automatically heating water to a temperature of one hundred twenty (120) degrees Fahrenheit and capable of meeting normal demands at every required outlet, even though the SAME  
(Except that the City specifies temperature of water). |
| Water Heater (cont...) | Dwelling’s heating unit is not in operation. All gas-fired water heaters shall be vented to the outside. **Article VI. Housing Code Section 6-154(j)(2)** |
|-----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------
<p>| Water Supply          | Unit must be served by an approvable public or private sanitary water supply. Every dwelling unit shall be connected to city water supply and/or sanitary sewer system where they are available; unless a private water supply and sanitary sewer system for each house is approved by the county health department. <strong>Article VI. Housing Code Section 6-154(j)(1)(a)</strong> |
| Plumbing              | Plumbing must be free from major leaks or corrosion that causes serious and persistent levels of rust or contamination of the drinking water. “Major leaks” means that main water drain and feed pipes (often located in the basement) are seriously leaking. “Corrosion” means causing serious and persistent levels of rust or contamination in the drinking water. a. Every dwelling unit shall be connected to city water supply and/or sanitary sewer system where they are available; unless a private water supply and sanitary sewer system for each house is approved by the county health department. b. All plumbing, water closets, and other plumbing fixtures in every dwelling or dwelling unit shall be installed and maintained in good working condition and repair and in accordance with the requirements of this article and the North Caroling State Plumbing Code. <strong>CITY (City addresses insulation to prevent freezing, whereas HQS does not).</strong> |</p>
<table>
<thead>
<tr>
<th>Plumbing (Cont…)</th>
<th>Sewer Connection</th>
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<tbody>
<tr>
<td>c. All plumbing shall be so maintained and used as to prevent contamination of the water supply through cross connections or back siphoning.</td>
<td>Sewer must be connected to an approvable public or private disposal system, and must be free from sewer back up. If the structure has its own private disposal system (e.g. septic field) it must</td>
</tr>
<tr>
<td>d. All fixtures shall be in proper working condition with no leaks existing.</td>
<td>Every dwelling unit shall be connected to city water supply and/or sanitary sewer system where they are available; unless a private water supply and sanitary sewer system for each house is approved by the county</td>
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<tr>
<td>e. No fixtures shall be cracked, broken, or badly chipped.</td>
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<tr>
<td>f. All water piping shall be protected from freezing by proper installation in enclosed or concealed areas or by such other means as approved by a city plumbing inspector.</td>
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<tr>
<td>g. At least one three-inch minimum size main plumbing vent shall be properly installed for each building.</td>
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<tr>
<td>h. Soil and water lines shall be properly supported with no broken or leaking lines.</td>
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</table>

**Article VI. Housing Code Section 6-154(j)(1)(a-h)**
<table>
<thead>
<tr>
<th>Sewer Connection (cont…)</th>
<th>meet the appropriate health and safety regulations.</th>
<th>health department.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Article VI. Housing Code</strong>&lt;br&gt;<strong>Section 6-154(j)(1)(a)</strong></td>
<td><strong>Access to Unit</strong>&lt;br&gt;There must be access to the unit without having to go through another unit.</td>
<td>Access shall be provided to all rooms within a dwelling unit without passing through an area that is open to the general public.</td>
</tr>
<tr>
<td><strong>Article VI. Housing Code</strong>&lt;br&gt;<strong>Section 6-154(1)(8)</strong></td>
<td><strong>Exits</strong>&lt;br&gt;Unit must have an acceptable fire exit that is not blocked. <strong>Such exits must meet local or State regulations in case of fire;</strong> and could include an operable window if the unit is on the 1st or 2nd floor or easily accessible to the ground. A back door opening to a porch with a stairway leading to the ground. Fire escape, fire ladder, or fire stairs. “Blocked” means that the exit is not useable, due to conditions such as debris, storage, door or window nailed shut, broken lock.</td>
<td>All entrances and exits must meet the standards set forth in the North Carolina Building Code which is in effect at the time of construction. Doors providing entrance and exit for any dwelling unit shall have locking devices capable of being operated from the inside and outside of the dwelling. Barrel bolts and hasps with padlocks are not adequate for primary doors. This requirement shall not apply to screen, storm, or louver doors. Safe, continuous, and unobstructed exits shall be provided from interior of building to exterior at street or grade level. Platforms and steps shall be provided, where appropriate, to serve as exits and shall be maintained in a safe condition. In all multi-family dwellings, all exit signs required by the laws and ordinances of the city.</td>
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<tr>
<td>Exits (cont…)</td>
<td>shall be provided and maintained so as to be clearly visible at all times when the building is occupied.</td>
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<tr>
<td><strong>Article VI. Housing Code Section 6-154(h)(3)</strong></td>
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| Evidence of Infestation | Unit must be free from rats or severe infestation by mice or vermin. Such infestation is evidenced by: rat holes, droppings, rat runs; numerous settings of rat poison. | Ground and structures shall be maintained free of insect vermin, and rodent harborage and infestation by generally accepted materials of extermination…Every basement window used or intended to be used for ventilation, and every other opening to a basement which might provide an entry for rodents, shall be supplied with a screen or such other device as will effectively prevent their entrance. In every dwelling unit, for protection against mosquitoes, flies, and other insects, every door opening directly from a dwelling unit to outdoor space shall have installed screens and a self-closing device; and every window or other device with openings to outdoor space, used or intended to be used for ventilation; shall likewise be supplied with screens installed; unless the dwelling is provided with an air conditioning system as provided for in Section 6-154(c)(3). **Article VI. Housing Code 6-154(h)(3)** | CITY |

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<table>
<thead>
<tr>
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<tr>
<td>Garbage and Debris</td>
<td>Unit must be free of heavy accumulation of garbage or debris inside, outside, and in common areas outside, e.g., large piles of trash and garbage, discarded furniture and appliances, and other debris that might harbor rodents. It is a level of accumulation beyond the capacity of an individual to pick up within an hour or two. HQS includes abandoned vehicles in this category. Accumulation of garbage and debris should not be such that the tenant is exposed to health hazards resulting from accumulations of garbage or trash in or around the unit.</td>
<td>Yards and courts within the boundaries of the property shall be kept clean and free of physical hazards, rubbish, trash, garbage, debris, litter, or un-stacked wood. Un-maintained accumulations of dense weeds, grass, vines or briars over twelve (12) inches in height, and within one hundred (100) feet of an abutting public street or fifty (50) feet of a primary residential structure, not including detached accessory structure, shall be prohibited if deemed to constitute a public nuisance by the administrator. A public nuisance in this provision is defined as conditions that serve as a harborage for rodents, vermin, mosquitoes, and other pests and represents a detriment, danger or hazard to the health, safety, and welfare of the residents of the city’s jurisdiction. Such accumulations of growth shall be cleared and cut to no more than six (6) inches in height. Every owner shall provide a site or sites for storage of trash receptacles in a location away from the</td>
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<td>Garbage and Debris</td>
<td>curb so that trash and garbage will not scatter on the property beyond that site. Occupants shall be responsible for ensuring that all garbage is placed at the site provided. Walls or wall supporting systems shall not present a physical hazard and shall be structurally safe and supported properly.</td>
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<td>(Cont…)</td>
<td><strong>Article VI. Housing Code Section 6-154(h)(2)</strong></td>
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<td>Refuse Disposal</td>
<td>Unit must have adequate covered facilities for temporary storage and disposal of food wastes (and other refuse) and such facilities must be approved by a local agency. “Adequate covered facilities” includes trash cans with covers, garbage chutes, dumpster, and trash bags.” “Approvable by local public agency” means that the local Health and Sanitation Department approves the type of facility in use.</td>
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<td></td>
<td>Every owner shall provide a site or sites for storage of trash receptacles in a location away from the curb so that trash and garbage will not scatter on the property beyond the site. Occupants shall be responsible for ensuring that all garbage is placed at the site provided. Walls or any wall supporting system shall not present a physical hazard and shall be structurally safe and supported properly.</td>
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<td></td>
<td><strong>Article VI. Housing Code Section 6-154(h)(2)(e-f)</strong></td>
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<tr>
<td>Interior Air Quality</td>
<td>Unit must be free from abnormally high levels of air pollution from vehicular exhaust, sewer gas, fuel gas, dust, or other pollutants.</td>
<td>CITY (HQS does not address wall supporting systems).</td>
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<td>Not addressed in Minimum Housing Code</td>
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<tr>
<td>Site and Neighborhood Conditions</td>
<td>Site and neighborhood should be free from conditions, which would seriously and continuously endanger the health or safety of the residents. Examples of conditions that would “seriously and continuously endanger the health and safety of the residents” are: other buildings on or near the property, that pose serious hazards (e.g. dilapidated shed or garage with potential for structural collapse), evidence of flooding or major drainage problems, evidence of mud slides or large land settlements or collapse, proximity to open sewage, unprotected heights (cliffs, quarries, mines, sandpits), fire hazards, abnormal air pollution, or smoke which continues throughout the year and is determined to seriously endanger health, and continuous or excessive vibration or vehicular traffic.</td>
<td>The administrator may determine that housing is unfit for human habitation if he finds that sufficient conditions exist in housing which are dangerous or injurious to the health or safety of the occupants of such housing, the occupants of neighboring housing or other residents of the city. Such conditions may include the following, without limiting the generality of the foregoing: Defects therein increasing the hazards of fire, accident, or other calamities, lack of adequate ventilation, light or sanitary facilities; dilapidation, disrepair, structural defects, uncleanliness; or any violation described in sections 6-154, 6-155, 6-156, 6-157, of this article. <strong>Article VI. Housing Code Section 6-153(b)</strong></td>
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Definitions.
The following words and phrases shall have the meanings set forth herein unless the context clearly indicates otherwise:

Administrator means the Housing Choice Voucher administrator or his or her designee.

Agent means any person, firm or corporation who is responsible for the management, maintenance, operation, renting, leasing or sale of any property, or who makes application for or seeks a permit or certificate on behalf of the owner or who in any other way represents the owner in any particular case.

Alley means a strip of land, typically no more than 20 feet in width, either publicly or privately owned, or dedicated or maintained by a public agency, that is set aside primarily for vehicular service access to the rear or side of properties otherwise abutting on a street.

Areaway means any subsurface space adjacent to a building for affording access to or for lighting or ventilating the basement or a cellar of such building.

Basement means the lowest level or story which has its floor sub-grade on at least three sides.

Bathroom means a heated enclosed space containing a lavatory, a toilet, and either a tub, a shower or a tub/shower combination.

Ceiling means the surface suspended from or attached to the underside of floors or roofs which does not form a structural part of a floor or roof or the underside of an exposed floor or roof construction.

Ceiling height means the clear distance between the floor and the ceiling directly above.

Cellar means the lowest space in a building located under the basement story.

Central heating unit means a unit controlled by a thermostat or some other device designed to provide heating to a dwelling or dwelling unit through a duct, wall-mounted system or baseboard-mounted equipment.

Dwelling means any building, or structure, or part thereof, used and occupied for human habitation or intended to be so used, and includes any outhouses and the appurtenances belonging thereto or usually used therewith.

Dwelling unit means a habitable space occupied or intended for occupation as a single housekeeping unit with facilities which are used or intended for use for living, sleeping, cooking and eating.
Exit means a way of departure from the interior of a building or structure to the exterior at street or grade level.

Extermination means the control and elimination of insects, rodents and other pests by eliminating their harborage, by removing or making inaccessible materials that serve as their food, by poisoning, spraying, fumigating, trapping or by any other recognized and lawful pest elimination method approved by the administrator.

Family means one or more persons living together and having common housekeeping facilities.

Fireproofing means protected to resist the damaging effects of fire in accordance with the requirements of this article for such construction.

Flue means an enclosed pipe, duct or passageway used only for the transmission of heat or the products of combustion.

Garbage means the animal and vegetable waste resulting from the handling, preparation, cooking and consumption of food.

Habitable space, habitable room means any room or enclosed floor space in a building or structure used or intended for use for living, sleeping, cooking or eating, including kitchens and basements, but excluding bathrooms, half-baths, halls, corridors, pantries, storage space, closets, laundries and other spaces not used frequently or for extended periods.

Half-bath means an enclosed space containing a toilet or urinal and lavatory basin.

Hearth means the brick, stone or cement area in front of a fireplace.

Heating unit means all mechanical devices or other appliances that utilize fuel or another form of energy to produce heat.

House, housing means any dwelling, multifamily dwelling, apartment, residency hotel, rooming house, boardinghouse, bed and breakfast, inn or similar building or structure, or part thereof, containing habitable space.

Housing appeals board means the board created pursuant to this chapter.

Impervious to water (as to floors) means a clean, smooth floor, without cracks or holes, made of terrazzo, ceramic, asphalt or rubber tile, smooth concrete, linoleum or other similar material, or made of wood, and, if made of wood, then with tightly fitting joints, covered with varnish, lacquer or other similar water-resistant coating.

Infestation means the presence within or around any housing of insects, rodents, or other pests.
Lavatory means a fixed wash bowl equipped with plumbing.

Maintenance of a building, structure, apparatus or equipment means the way or manner in which any such building, structure, appliance, apparatus or equipment is serviced, repaired or altered to perpetuate the use or purpose for which such building, structure, appliance, apparatus or equipment was originally intended.

Multifamily dwelling means a building or structure occupied or intended for occupation as the home or residence of two or more families living independently of each other and doing their own cooking within their respective dwelling unit.

New work means any work done that requires a building permit.

Occupancy permit means written certification by the code administrator that a dwelling or dwelling unit complies with the requirements of this article.

Occupant means any person living, sleeping, cooking, or eating in or having actual possession of a dwelling unit or rooming unit.

Owner means any person, firm, corporation, guardian, conservator, receiver, trustee, executor, or other judicial officer, who alone or jointly owns, holds, or controls the freehold or leasehold title to any dwelling or dwelling unit and every mortgagee of record.

Parties in interest means all individuals, associations and corporations who have an interest of record in a dwelling and any who are in possession thereof.

Person means any individual, firm, co-partnership, corporation, company or association, and shall include any personal representative, trustee, receiver, assignee or other similar representative.

Plumbing means the water supply system, the sanitary sewer system, the vent system, fixtures and traps and shall include their respective connections, devices, appliances and nonessential components within the property lines of the premises.

Portable heating unit means an un-vented air heating appliance which is designed for environmental heating and is not secured or attached to a building by any means other than an electrical cord.

Premises means a lot or group of lots including any building or group of buildings or other structures or parts thereof, which may be situated thereon and considered as a unit devoted to a certain use or occupancy, including the necessary and customary accessory buildings and other open spaces required or used in connection with such use of a lot or group of lots.
Public area means that space within any housing which is open to use or access by the general public.

Public authority means any housing authority or any officer who is in charge of any department or branch of the government of the city, county or state relating to health, fire, building regulations or to other activities concerning dwellings in the city.

Removal means the demolition and removal of the entire structure, leaving the property free and clear of debris and without holes or pockets which may retain water.

Residency hotel means a building or group of buildings containing ten or more guest rooms for transient or permanent residents. Occupancy shall not exceed two people per guest room.

Registration facilities, 24 hour on site management and housekeeping services shall be provided. This definition does not include hotels, motels or other places of lodging that are inspected by the county health department.

Roofing means the shingles, tiles, composition, sheet metal covering or other waterproof protection on top of a roof.

Rooming unit means a room or group of rooms forming a single habitable space, used or intended to be used for living and sleeping, but not for cooking or eating purposes. Any room or group of rooms in a roominghouse, boardinghouse, bed and breakfast inn, residency hotel or other similar building that is used for human habitation shall constitute a rooming unit.

Roominghouse, boardinghouse means any housing or part of any housing containing one or more rooming units in which space is let by the owner or operator to four or more persons who are not members of the family of the owner or operator.

Rubbish means combustible and noncombustible waste materials, except garbage, and the word shall include, but not be limited to, the residue from the burning of wood, coal, coke and other rubber, leather, tree branches, yard trimmings, tin cans, metals, mineral matter, glass, crockery and dust.

Space heating unit means a permanently installed unit which utilizes fuel or another form of energy and is designed to provide continuous heat to a dwelling or part of a dwelling.

Structure means a walled and roofed building that is principally above ground and constructed or erected, the use of which requires location on land.

Substantial means firmly constructed, sturdy, safe, sound, solid, or stout in a manner to adequately perform its original purpose.

Tenant means a person, co-partnership, firm or corporation occupying or using a building, premises or any part thereof owned by another.
**Ventilation** means the adequate supply and removal of air to and from a space through windows, skylights, doors, louvers, grilles, ducts or other similar devices.

**Water heating unit** means an appliance listed by a testing laboratory which is capable of heating water to a temperature between 120 and 140 degrees Fahrenheit to all appropriate plumbing fixtures within a dwelling or dwelling unit.

**Weathertight** means so constructed that the structure resists weather and excludes rain and snow, and prevents the infiltration of air.

Standards of fitness.

(a) **Space and use standards.**

(1) **Room size.** Dwellings which are subdivided into dwelling units shall be so arranged that no dwelling unit therein will be less than 240 square feet in area and contain not less than one sleeping room, one bath and a kitchen or kitchen facility. The kitchen or kitchen space shall be not less than 80 square feet in area; and the bathroom shall be of such size and arrangement of fixtures so that it shall provide for comfortable use of each fixture.

(2) **Contents of dwelling unit.** Every dwelling unit shall contain the following:
   a. A principal room of not less than 120 square feet;
   b. A kitchen/kitchen space of not less than 80 square feet;
   c. A bathroom that affords privacy and contains a toilet, lavatory and either a tub or shower;
   d. A first bedroom, if any, of not less than 100 square feet;
   e. Other bedrooms, if any, of not less than 70 square feet each;
   f. At least 70 square feet in each habitable room;
   g. At least 150 square feet of floor area in habitable rooms for the first occupant, at least 100 square feet for each additional occupant. The floor area shall be calculated on the basis of the total floor area of the dwelling unit, exclusive of stairways. For the purpose of such calculation, only the floor area in a basement meeting the requirements for basement occupancy shall be counted.

(3) **Habitable rooms.** Every habitable room in every dwelling unit shall be at least seven feet wide with at least one-half of the floor area having a ceiling height of at least six feet, ten inches. That portion of any room where the ceiling height is less than five feet shall not be considered as a part of the floor area. Refer to subsection (a)(2)g. of this section.

(4) **Kitchen and kitchen facilities.**
   a. Every dwelling unit shall contain a room or space for the preparation and cooking of food which shall include space and connections for a stove or other cooking facilities, space for dry food storage and space for refrigerated food storage and a kitchen sink. Each kitchen shall have a cabinet, or a base cabinet combined with wall cabinets or other enclosed area, which provides the following:
      1. A minimum of 30 square feet of enclosed shelf space;
      2. Drawer space containing a minimum of five square feet;
      3. Counter top area with a minimum of six square feet in area and covered with a waterproof nonabsorbent material safe for contact with food. Areas occupied by sinks and counter top cooking units shall not be included in the minimum required counter top area.
b. The use of gasoline stoves or other similar fuel burning appliances using highly flammable liquids and the use of portable kerosene stoves or other similar fuel burning portable appliances for cooking is prohibited. Hoods and ducts over kitchen ranges shall be cleaned with sufficient frequency so as to remove grease or other flammable materials that might collect therein.

(5) **Basement occupancy.** No room in any basement shall be occupied as a habitable room, bathroom or toilet room unless:

a. There are no pipes, ducts or other obstructions to a walk area less than six feet above the floor level or less than five feet eight inches above the floor level in a bathroom or toilet room existing on the effective date of this article, and ceiling heights are in accordance with this article, except that a bathroom existing on the effective date of this article with at least one-half of the floor area having a ceiling height of not less than six feet six inches shall be permitted to continue;

b. Light and ventilation for habitable rooms are provided in accordance with this article and 70 percent of the regular window area is above the ground level, except when window areaways or window wells are provided so that the minimum width of the areaway or well is not less than twice the distance from the bottom of the window to the finished grade; and

c. The floor and walls, if in contact with the earth, are waterproof and dampproof in accordance with a method approved by the administrator. Such waterproofing and dampproofing shall be between the floor or wall finish and the ground. The administrator may use discretionary powers insofar as subsections (5)a. and (5)c. of this section apply to existing occupied basements.

(6) **Passing through bathrooms.** Each dwelling unit shall be provided with a means of circulation giving access to all rooms without passing through a bathroom; but any passage through a bathroom existing at the time of the effective date of this article may be continued.

(7) **Closet.** There shall be a closet or wardrobe within every dwelling unit for the storage of clothing and other articles; provided, however, that in dwelling units containing more than one bedroom there shall be at least one additional closet or wardrobe. Each closet or wardrobe shall contain a floor area of not less than six square feet, but any closet or wardrobe existing on the effective date of this article may contain a lesser floor area of not less than 4 1/2 square feet.

(8) **Access.** Access shall be provided to all rooms within a dwelling unit without passing through an area that is open to the general public.

(9) **Doors.** Doors shall be provided at all doorways leading to bedrooms, bathrooms and all rooms adjoining a public area.

(10) **Prohibited uses.** Kitchen and nonhabitable or public spaces shall not be used for sleeping purposes. No cellar space shall be used as a habitable space.
(b) **Entrances and exits.**

1. All entrances and exits must meet the standards set forth in the North Carolina Building Code which is in effect at the time of construction.
2. Doors providing entrance and exit for any dwelling unit shall have locking devices capable of being operated from the inside and outside of the dwelling. Barrel bolts and hasps with padlocks are not adequate for primary doors. This requirement shall not apply to screen, storm or louver doors.
3. Safe, continuous and unobstructed exit shall be provided from interior of building to the exterior at street or grade level.
4. Platforms and steps shall be provided, where appropriate, to serve exits and shall be maintained in a safe condition.
5. In all multifamily dwellings, all exit signs required by the laws and ordinances of the city shall be provided and maintained so as to be clearly visible at all times when the building is occupied.

(c) **Light and ventilation standards.**

1. Every habitable room in a dwelling or dwelling unit shall contain a window opening directly to the outside air and the total glass area of such window shall not be less than eight percent of the floor area of such room, provided that the administrator may approve such other arrangement as will adequately light and ventilate the room where provision for openable windows is not feasible. All window sashes shall be glazed and provided with suitable hardware and shall be made to open freely to the extent of not less than four percent of the floor area of such room.

2. When a window cannot be provided to open directly to the outside air, a ventilating system may be substituted for the required window area. A blind kitchen, bathroom or toilet room shall be provided with artificial light and mechanical ventilation. However, existing ventilating systems in bathrooms and toilet rooms which are functioning adequately may be permitted to remain.

3. All operable and openable windows shall be adequately screened or equipped with storm windows from the period May 1 to November 1. Screens shall not be permanently fixed to the window frame or sash. All operable or openable exterior doors shall have either a screen door or a storm door, equipped with a self-closing device, from the period May 1 to November 1. This requirement shall not apply to dwelling units containing a heating and air conditioning system providing the dwelling unit with year round mechanical ventilation, including permanently installed systems which provide such mechanical ventilation for one or more rooms. This requirement shall apply to dwelling units equipped with window air conditioning units which are not permanently installed.

4. Window frames and glass shall be reasonably weathertight, with no cracked or broken glass. If, in the opinion of the administrator, certain cracked glass does not present a danger or hazard, a waiver of this provision may be granted.
(5) Openable window area in each toilet room and bathroom shall be at least 1 1/2 square feet, unless served by other approved ventilation.

(6) Every sleeping room, unless it has two exits, or one exit direct to the outside, shall have at least one window that can be opened without the use of tools, including burglar bars, to provide a clear opening not less than 16 inches in least dimension and 432 square inches in area, or if of fixed glass must be at least 24 inches by 24 inches, with the bottom of the opening not more than four feet above the floor. Required openable window area shall have fixed screens.

(d) **Lighting of halls and stairs.**

Every common hallway and stairway in every multifamily dwelling shall be adequately lighted at all times with fixtures sufficient to provide at least three foot-candles of light at the floor or stair tread level at all times. Nonmultifamily dwellings may be supplied with conveniently located light switches controlling the lighting system which provides the illumination required herein and which may be turned on when needed.

(e) **Heating.**

(1) **Heating facilities.** Every dwelling and dwelling unit shall be provided with a heating unit which is properly designed, installed and balanced or adjusted, maintained in good and safe condition and which is capable of safely and adequately heating all habitable rooms, bathrooms and water compartments located therein to a temperature of at least 68 degrees Fahrenheit at a distance of three feet above the floor level when the outside temperature is between 20 degrees Fahrenheit and 68 degrees Fahrenheit. All rooms may vary in temperature by as much as ten degrees Fahrenheit. Either central or space heating units designed for continuous use may be used. Portable or temporary space heaters are strictly prohibited as a primary source of heat, but may be used to supplement heating.

(2) **Central heating units.**

a. Every central heating unit shall:

1. Have every duct, pipe or tube free of leaks and functioning properly to provide an adequate amount of heat or hot water to the intended place of delivery;
2. Be provided with proper seals between sections of hot air furnaces to prevent the escape of noxious fumes and gases into heat ducts;
3. Be properly connected to an electric circuit of adequate capacity in an approved manner if electrical power is required; and
4. Be provided with all required automatic or safety devices and be installed and operated in the manner required by the laws, ordinances and regulation of the city.

b. All liquid fuel used to operate any central heating unit shall be stored in accordance with the city's fire prevention and building codes;

c. All gas and oil heating equipment installed on the premises shall be listed by a testing laboratory and shall be installed in accordance with the provisions of the North Carolina Building Code.

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(3) **Space heating units.**

a. Every space heating unit shall:
   1. Not use gasoline or other similar highly flammable liquid fuel;
   2. Not be of portable type using solid, liquid or gaseous fuel;
   3. Be properly connected according to the manufacturer's instructions on installation;
   4. Be so located or protected as to prevent any overheating of adjacent combustible material;
   5. If employing electricity, be connected to a circuit of adequate capacity in an approved manner;
   6. Be provided with all required automatic or safety devices; and
   7. Be installed under permit and be properly operated.

b. A kerosene space heater which has its fuel piped to the heater from a remotely installed bulk tank shall be permissible under this section. Other portable kerosene space heaters are strictly prohibited as a primary source of heat.

c. All unvented gas-fired heating units are strictly prohibited, as a primary source of heat.

d. Ornamental gas logs may be installed in a fireplace provided that such installation is in compliance with the North Carolina Mechanical Code.

(4) **Fireplaces and chimneys.**

The following standards and conditions shall be applicable to fireplaces and chimneys:

a. Chimneys shall be tight and safe, and capable of maintaining proper draft for carriage of combustion by-products to outside air.

b. Chimneys shall be kept clean of soot and other debris.

c. No holes shall be permitted in flue, except for necessary vent connections and clean out doors.

d. All existing hanging masonry chimneys shall be removed.

e. Thimbles shall be grouted in tight.

f. Thimbles shall be located high enough to provide proper draft for the heating appliances served thereby.

g. Fireplaces may be used only for supplemental heat and not as the primary heating source for a dwelling. This section does not exclude the use of woodburning stoves or inserts as the primary heating source for a dwelling.

h. The hearth and the hearth extension shall extend a minimum of 36 inches from the back of the firebox to the end of the hearth extension. The hearth extension shall extend at least 16 inches in front of and at least eight inches beyond each side of the fireplace opening. Where the fireplace opening is six square feet or larger, the hearth extension shall extend at least 20 inches in front of and at least 12 inches beyond each side of the fireplace opening.

i. No combustible materials shall be permitted within seven inches of the top and seven inches of either side of the fireplace opening.

j. Where fireplace is closed and converted to other use, there shall be masonry closure of face and proper lining or vent installed in chimney where same does not exist.
(f) **General requirements relating to safety and maintenance.**

(1) *Good repair and safe condition.* Every building and all parts thereof used or occupied as a dwelling shall be kept in good repair, in safe condition and fit for human habitation. The roof and walls of all such buildings shall be maintained so as not to leak; and all means of draining water therefrom shall be maintained as to prevent dampness in the walls, ceiling or crawl space or basement.

(2) *Quality of materials and workmanship.* All materials such as shingles, framing materials, windows and doors shall be of consistent design and similar quality, fitness and finish and shall meet the standards set forth in the North Carolina Building Code. Plumbing, mechanical, and electrical components shall meet the standards set forth in the North Carolina Building Code. The quality of workmanship shall be based on standards generally accepted in the construction industry.

(g) **Structural standards.**

(1) *Foundation.*
   a. Every dwelling unit shall be on firm ground. Foundation drainage shall be provided and maintained so as to prevent standing water.
   b. Footings shall be sound with adequate bearing.
   c. All elements of the foundation, including structural members and masonry, shall be in good repair.
   d. No piers shall be used for support in which the plumb line from top center falls outside the middle one-third of the base of the pier. (A plumb bob held firmly against the top of the pier and hanging down the sidewall indicates the vertical alignment.)
   e. No isolated masonry piers exceeding in height ten times the least dimension of pier shall be permitted.
   f. A crawl space access hole having a door shall be provided to any underfloor space in all dwellings.

(2) *Walls, exterior.*
   a. All exterior surfaces shall be structurally sound, waterproof, weatherproof and vermin proof.
   b. All exterior finishes shall be weathertight with no holes, cracks or rotted boards which permit outside air or water to penetrate rooms.
   c. Windows shall be easily openable, shall have panes without cracks or holes and the sash shall fit properly.
   d. All structure or load bearing walls, exterior or interior, shall not be bowed or out of plumb and shall be structurally sound.
   e. Studs shall provide sufficient support for sheathing or exterior finish.

(3) *Roofs.*
   a. Roofing shall be provided to prevent the entrance of moisture and shall be maintained by renewal, repair, waterproofing or other suitable means.
b. Gutters and downspouts, if installed, shall be provided to properly collect, conduct and discharge the water from the roof and away from the structure.
c. Roofs shall be supported and no rafters shall be rotted, broken, sagging or have improperly supported ends.
d. Attics shall have ventilation that allows the movement of air to dissipate excessive heat build up. Heat build up is excessive if it causes deterioration of any structural member or roofing material.
e. Sheathing shall not be rotted, loose or sagging excessively.
f. Roof covering shall not be loose, nor have holes or leaks.
g. Flashing shall be provided at walls and chimneys and shall be installed in accordance with the North Carolina Building Code.

(4) **Porches.**

Foundation, floor, ceiling and roof shall be equal to standards as set forth in this subsection, except: Sills and joist need not be level if providing drainage of floors; floors need not be weathertight; floors need not be level if providing for drainage; minimum ceiling height shall be seven feet and attic need not have insulation. Porches, balconies or raised floor surfaces located more than 30 inches above the floor or grade below shall have guardrails not less than 36 inches in height. Such guardrails shall not be rotted, broken or termite damaged.

(5) **Stairs and steps.**

a. Stairs and steps shall be free of holes, grooves and cracks large enough to constitute accident hazards.
b. Handrails having minimum and maximum heights of 30 inches and 38 inches respectively, measured vertically from the nose of the treads, shall be provided on at least one side of stairways of four or more risers.
c. No flight of stairs shall be settled out of its intended position or pulled away from supporting or adjacent members.
d. Stairs shall be strongly supported and supports shall not be rotting, sagging or deteriorated.
e. Stairs shall be plumb, level and treads shall be uniform in width, and risers uniform in height, sound and securely fastened to structure. A slight uniform tilt of the treads to aid in the run off of water is permissible for exterior steps.
f. Every stairway, including inside stairs and rails, porches, decks and appurtenances thereto shall be kept in sound condition and good repair.
g. Platforms and steps shall be provided to serve exits and shall be maintained in a safe condition.

(6) **Ceilings.**

a. Joists and supporting members shall provide sufficient support for the ceiling.
b. No holes or cracks which permit outside air to penetrate rooms shall be permitted.
c. There shall be no loose plaster, boards, sheetrock, or ceiling finish. Any materials used in the repair of the ceiling shall be of a material that is similar in texture and appearance to the original
material. This provision does not prohibit the replacement of the entire ceiling; provided that the
material used is contiguous over the entire ceiling area within the affected room.
d. Ceilings shall be maintained free of holes, cracks or loose or deteriorated materials.
e. All ceilings shall be kept clean and free of any flaking, loose or peeling paint and paper.
f. A minimum clear opening (attic access hole) into each attic space of 14 inches by 24 inches
shall be provided to allow for access, inspection and repair. In cases where meeting this
requirement would necessitate major alterations of the structure, or would produce harmful
accumulations of heat or moisture that cannot be removed by ventilation, the administrator may
grant a waiver of this requirement.
g. Every dwelling unit shall have a minimum of R-19 insulation in the attic area. The approved
types include blown insulation, batt insulation or other insulation equivalent to a total of R-19
insulation value.

(7) **Walls, interior.**

a. Interior finish shall be free of holes and excessive cracks which:
1. Permit outside air or moisture to penetrate rooms; or
2. Contain loose or flaking materials.
b. All walls, woodwork, doors and windows shall be kept clean and free of any flaking, loose or
peeling paint.
c. There shall be no loose plaster, boards, or other loose wall materials.
d. Cardboard, newspaper or other highly combustible or improper wall finish is prohibited.
e. Studs shall provide sufficient support for interior wall.
f. Doors must fit the opening in which they are hung and be equipped with hardware that allows
for their opening and closing.

(8) **Floors.**

a. Broken, overloaded, excessively decayed or sagging structural floor members are prohibited.
b. Structural floor members shall be supported on foundation walls and piers that are not
deteriorated and perform the function for which they were intended.
c. Floor joists shall be supported on structural bearing members and shall not be made
structurally unsound by deterioration.
d. Flooring shall be reasonably smooth, not rotten or worn through, and without holes or
excessive cracks which permit outside air to penetrate rooms.
e. Flooring shall not be loose.
f. Split, splintered or badly worn floor boards shall be repaired or replaced.
g. Floors in contact with soil shall be paved either with concrete not less than three inches thick
or with other masonry not less than four inches thick, which shall be sealed tightly to the
foundation walls.
h. All bathroom, laundry and kitchen floors shall be constructed and maintained so as to be
impervious to water by covering with a waterproof nonabsorbent material. Examples of this type
of material include asphalt tile, ceramic tile, linoleum tile or sheet, rubber tile, terrazzo, vinyl
tile, vinyl plastic tile or sheet, finished wood, parquet, masonry, polyurethane. Certain absorbent materials covered with a waterproof finish shall also be permitted. Porch and deck-type enamel paints shall be prohibited due to their nondurable nature. The administrator can approve other types of waterproof nonabsorbent materials that meet the criteria of this section.

(h) **Property maintenance.**

(1) **Structures.** Floors, walls, ceilings and fixtures shall be maintained in a clean and sanitary condition.

(2) **Open areas.**
   a. Surface and subsurface water shall be appropriately drained from open areas to protect structures and to prevent development of stagnant ponds.
   b. Fences and all accessory structures, either attached to or detached from the primary structure, shall be maintained in a safe and substantial condition. Accessory structures shall include, but are not limited to, sheds, storage buildings, carports, and garages.
   c. Yards and courts within the boundaries of the property shall be kept clean and free of physical hazards, rubbish, trash, garbage, debris, litter, or unstacked wood.
   d. Unmaintained accumulations of dense weeds, grass, vines or briars over 12 inches in height, and within either 100 feet of an abutting public street or 50 feet of a primary residential structure, not including detached accessory structure, shall be prohibited if deemed to constitute a public nuisance by the administrator. A public nuisance in this provision is defined as conditions that serve as a harborage for rodents, vermin, mosquitoes and other pests and represents a detriment, danger or hazard to the health, safety and welfare of the residents of the city's jurisdiction. Such accumulations of growth shall be cleared and cut to no more than six inches in height.
   e. Every owner shall provide a site for storage of trash receptacles in a location away from the curb so that trash and garbage will not scatter on the property beyond that site. Occupants shall be responsible for ensuring that all garbage is placed at the site provided.
   f. Retaining walls or any other wall supporting systems shall not present a physical hazard and shall be structurally safe and supported properly.

(3) **Infestation.**

   a. Grounds and structures shall be maintained free of insect vermin, and rodent harborage and infestation by generally accepted materials of extermination.
   b. Every basement window used or intended to be used for ventilation, and every other opening to a basement which might provide an entry for rodents, shall be supplied with a screen or such other device as will effectively prevent their entrance.
   c. In every dwelling unit, for protection against mosquitoes, flies, and other insects, every door opening directly from a dwelling unit to outdoor space shall have supplied and installed screens and a self-closing device; and every window or other device with openings to outdoor space, used or intended to be used for ventilation, shall likewise be supplied with screens installed, unless the dwelling is provided with an air conditioning system as provided for in subsection (c)(3) of this section.
(i) **Electrical standards.**

(1) **Electrical service.**

a. Every dwelling unit and all public and common areas shall be supplied with adequate electric service, of at least 100 amp service which shall be properly installed and connected to the source of electric power in a manner prescribed by the ordinances, rules and regulations of the city.
b. No receptacles, ceiling fixtures or other devices shall be permitted to hang loose.
c. All switches, fixtures and devices shall be safely operable or else properly sealed off and disconnected.
d. Flexible cords shall not be used as a substitute for the fixed wiring; run through holes in walls, ceilings, or floors; run through doorways, windows or similar openings; attached to building surfaces; concealed behind building walls, ceilings or floors.
e. Circuits shall not be overloaded.
f. Fuses shall be sized correctly and not bridged out.
g. Every public hall and stairway in every multifamily dwelling shall be adequately lighted at all times. Refer to subsection (d) of this section.
h. All electric wiring, devices, appliances and fixtures shall be installed and maintained in accordance with the current city and state electrical codes, except as herein stated.

(2) **Electrical outlets.** Every habitable room shall contain at least two separate duplex convenience outlets. Outlets shall be so located as reasonable to provide service to appliances in different parts of the same room. Duplex convenience outlets as herein provided, which may be lacking in single family dwellings otherwise meeting the provisions of this article shall be installed no later than one year from the passage of this article.

(3) **Electrical fixtures.** At least one fixed in place ceiling or wall type electric light fixture shall be provided in every bedroom, toilet room, bathroom, laundry room, furnace room, public hall, basement or any other area in which artificial light is required for the safety and welfare of the occupants. A switched wall receptacle shall be acceptable in a bedroom, living room or den.

(j) **Plumbing standards.**

(1) **General.**

a. Every dwelling unit shall be connected to city water supply and/or sanitary sewer system where they are available; unless a private water supply and sanitary sewer system for each house is approved by the county health department.
b. All plumbing, water closets and other plumbing fixtures in every dwelling or dwelling unit shall be installed and maintained in good working condition and repair and in accordance with the requirements of this article and the North Carolina Plumbing Code.
c. All plumbing shall be so maintained and used as to prevent contamination of the water supply through cross connections or back siphoning.
d. All fixtures shall be in proper working condition with no leaks existing.
e. No fixtures shall be cracked, broken or badly chipped.
f. All water piping shall be protected from freezing by proper installation in enclosed or concealed areas or by such other means as approved by a city plumbing inspector.
g. At least one three-inch minimum size main plumbing vent shall be properly installed for each building.
h. Soil and water lines shall be properly supported with no broken or leaking lines.
i. Access to all bathrooms shall be through a weathertight and heated area.
j. Every dwelling unit shall contain within a room which affords privacy, a bathtub or shower in good working condition which shall be properly connected to both hot and cold water lines and to the public sanitary sewer or to an approved sewage disposal system. The floor of such room shall be made impervious to water to prevent structural deterioration and any development of unsanitary conditions.

(2) Water heating unit. Every dwelling or dwelling unit shall have supplied a water heating unit which has been listed by a testing agency and is properly installed, operated and maintained in safe and good working condition and is properly connected to the bathtub or shower, sink and lavatory basin, as required in this article. Such water heating unit shall be capable of automatically heating water to a temperature of 120 degrees Fahrenheit and capable of meeting normal demands at every required outlet, even though the dwelling's heating unit is not in operation. All gas-fired water heaters shall be vented to the outside.

(3) Bathroom. Every dwelling unit shall contain, within a room which affords privacy, a toilet, lavatory basin and either a tub or shower in good working condition which shall be properly connected to the public sanitary sewer or to an approved sewage disposal system. The lavatory basin shall be properly connected to both hot and cold water lines, and the water closet shall be properly connected to a cold water line.

(k) Painting. Effective January 1, 1995, all exterior surfaces of buildings and structures, not inherently resistant to deterioration, shall be treated with a protective coating, such as paint or other suitable preservative, with sufficient frequency to prevent deterioration. All such portions shall be cleaned and free of flaking, loose or defective surfacing materials prior to painting or coating. All interior loose or peeling wall covering or paint shall be removed and the exposed surface shall be placed in a smooth and sanitary condition. No paint shall be used for interior painting of any dwelling or dwelling unit unless the paint is free from any lead pigment. Paint chips or paint dust shall not be left on interior or exterior surfaces of the dwelling.

(l) Fire and safety standards.

(1) Fireproofing and fire protection. Every building used in whole or in part for dwelling purposes shall be provided with the fireproofing required by laws and ordinances of the city. Such fireproofing shall include, but not be limited to, the separation between occupancies, the enclosure of furnace rooms and the enclosure of stairwells, where applicable. All required fireproofing shall be maintained in a good state of repair. All fire doors shall be maintained in openable condition and shall be equipped with approved self-closing devices.
(2) **Fire extinguishing equipment.** All fire extinguishing equipment required by the laws, ordinances and regulations of the city shall be provided and maintained in an operable condition.

(3) **Smoke detectors.** All dwellings and dwelling units shall be equipped with a smoke detector (battery operated or 110 volt) which has been listed by a testing agency (such as Underwriters Laboratories) and such detector shall be installed outside of each sleeping area inside the dwelling unit. All smoke detectors shall be located on or near the ceiling of the room wherein it is located and shall be installed in accordance with the manufacturer's instructions and maintained in proper working condition.

(4) **Fire alarm systems.** All fire alarm systems required by the laws, ordinances and regulations of the city shall be provided and maintained in an operable condition.

(5) **Flammable liquids.** The use of gasoline stoves or other similar fuel-burning appliances using highly flammable liquids and the use of portable kerosene stoves or other similar fuel-burning portable appliances for cooking is prohibited. The occupant of any dwelling or dwelling unit shall not have or store flammable liquids or gas or any combustible material in a quantity greater than that permitted by the city's fire prevention code.

(6) **Abandoned iceboxes.** The doors shall be removed from all iceboxes, refrigerators and other large air-tight containers which are abandoned and which are accessible to children, unless the door or lock can be released or opened from the inside.

(7) **Lead abatement.** The county health department is responsible for investigating cases of lead poisoning involving children less than six years old. Where the department reasonably suspects that a child less than six years old has an elevated blood lead level, it shall require that child to be examined and tested within 30 days. If an elevated blood lead level is detected, the department will proceed to take the necessary steps to abate the lead hazard. The department will also notify the administrator of the existence of such hazard. Upon such notification, the administrator shall initiate action requiring the owner to abate the hazard, within a time specified by the administrator, or to vacate and close the dwelling. The failure of an owner to abate the hazard as directed by the administrator may result in the condemning and demolishing of the dwelling.


**Responsibilities of occupants.**

(a) **Sanitary maintenance.** Every occupant of a dwelling, dwelling unit or rooming unit shall keep in a clean and sanitary condition that part of the dwelling, dwelling unit or rooming unit and the premises thereof which he or she occupies and controls. A clean and sanitary condition shall include, but is not limited to, the following standards:

(1) Floors, floor coverings and other walking surfaces shall be kept clean and free of dirt, filth, garbage, human and animal wastes, litter, refuse and any other unsanitary matter;
(2) Walls, ceilings, windows and doorways shall be kept clean and free of dirt, greasy film, soot and any other unsanitary matter;

(3) Plumbing fixtures shall be kept in a clean and sanitary condition; and no material shall be deposited in any such fixture which may result in the obstruction of such fixture or of any lines connected thereto. Every occupant shall be responsible for the exercise of reasonable care in the proper use and operation of all plumbing fixtures; and

(4) All screens on windows and doors shall be maintained in good condition. This subsection shall not be construed as requiring any occupant to furnish and install, or cause to be installed, screens on windows or doors at any dwelling, dwelling unit or rooming unit.

(b) *Extermination of insects, rodents, etc.* Every occupant of a single dwelling unit shall be responsible for the extermination of insects, rodents or other pests therein or on the premises. Any grounds and structures being used or occupied by such occupant shall also be maintained free of insects, vermin, and rodent harborage and infestation by generally accepted methods of extermination.

(c) *Garbage and rubbish.* Every occupant of a (single) dwelling, dwelling unit shall dispose of all garbage and refuse in a clean and sanitary manner and place it in a proper receptacle as required by the City Code. Discarded or abandoned articles of such bulk as to preclude disposal in such receptacles and refuse not otherwise collected by the city as defined in chapter 58 of the City Code shall be conveyed by the occupant to the city landfill or some other approved private landfill.

(d) *Heat.* Where the heating facilities of any dwelling, dwelling unit or rooming unit are under the control of the occupant thereof, it shall be the responsibility of the occupant to operate such facilities in order to maintain above-freezing temperatures at all times in all portions of the dwelling, dwelling unit or rooming unit and the premises thereof which he or she occupies and controls so as to prevent injury or damage to water pipes and plumbing.

(e) *Removal of required services, facilities, etc.* No occupant shall cause any service, facility, equipment or utility, which is required under this policy, to be removed or shut off from, or discontinued for, any occupied housing let or occupied by him or her, except for such temporary interruption as may be necessary while actual repairs or alterations are in process, or during temporary emergencies when discontinuance of service is approved by the administrator.

(f) *Termination of tenancy.* So as to aid in preventing vandalism to the property, the occupant of a dwelling, dwelling unit shall, upon vacating, secure and lock all doors and windows and openings in the basement and any crawl space and shall leave the premises clean and free from all debris and trash.

(g) *Access for repairs.* Every occupant of a dwelling, dwelling unit shall give the owner thereof, or his or her agent or employee, access to any part of such dwelling, dwelling unit and its premises at all reasonable times for the purpose of making such repairs or
alterations as are necessary to effect compliance with the provisions of this article or with any lawful order issued pursuant to the provisions of this article.

(h) **Cleanliness of sidewalks, alleys, ditches and street gutters.** Every occupant of any dwelling, dwelling unit bordering any street, lane or alley shall not deposit garbage or rubbish into the street gutters, alleys, or ditches abutting the premises. In any single-family dwelling or in any dwelling where the occupants of a particular dwelling unit or rooming unit have exclusive control over the rear yard, the occupants of such dwelling shall maintain in a clean and sanitary condition, free of garbage, rubbish, bulk trash, or other offensive material, both that portion of the sidewalk and the gutter that abuts the property and that portion of any alley that abuts the property and is bounded by the property lines of the adjoining properties and the mid-point of such alley.

(Code 1982, § 6-156; Ord. No. 10064, § 2, 2-7-1994)

**Responsibilities of owners.**

(a) **Prohibited occupancy.** No owner shall occupy or lease or permit the subletting to another for occupancy any vacant or vacated dwelling, dwelling unit or rooming unit which does not comply with the provisions of this policy, nor shall any owner let to another any vacant dwelling, dwelling unit or rooming unit unless it is reasonably clean, sanitary and fit for human occupation.

(b) **Number of occupants.** Every owner or agent of an owner shall advise, in writing, the tenant leasing property owned by him or her of the maximum number of occupants permitted in the dwelling, dwelling unit leased or rented.

(c) **Sanitary maintenance.** Every owner of a multifamily dwelling containing four or more dwelling units shall be responsible for maintaining in a clean and sanitary condition the shared or public areas of the dwelling and premises thereof. A clean and sanitary condition shall include, but is not limited to, the following:

1. The exterior property areas of all premises shall be kept free of objects and materials, including abandoned or immobile motor vehicles, which may create a hazard to the health and safety of the occupants or surrounding community or which is a public nuisance.
2. All sheds, barns, garages, fences and other appurtenant structures standing on the premises shall be kept in good repair.
3. All yard spaces and other open areas adjacent to the dwelling shall be sloped, paved or otherwise constructed to properly drain water around or away from the premises.
4. All required screens shall be furnished and installed in the dwelling and shall be maintained in good condition.
5. Any high grass and noxious weeds shall be kept mowed or cut to a height of not more than six inches.
(d) **Garbage and rubbish.** For every multifamily dwelling containing four or more dwelling units and any boardinghouse, residency hotel or other establishment covered by section 10-235, the owner shall provide, in a location accessible to all dwelling occupants, an adequate number of receptacles or a stationary bulk refuse container into which garbage and rubbish from the dwelling unit or rooming unit receptacles may be emptied for storage between the days of collection as required by chapter 58. Any stationary bulk refuse container provided by the owner shall meet all of the capacity specifications as stated in chapter 58. The area surrounding the receptacles provided by the owner or the stationary bulk refuse container shall be maintained in such a way as to prevent the scattering of garbage or refuse on the ground.

(e) **Removal of required services, facilities, etc.** No owner or agent of an owner shall cause any service, facility, equipment or utility, which is required under this policy, to be removed or shut off from, or discontinued for, any occupied housing unit or occupied by him or her, except for such temporary interruption as may be necessary while actual repairs or alterations are in process, or during temporary emergencies when discontinuance of service is approved by the administrator.

(f) **Ratproofing and pest extermination.** Every owner of a multifamily dwelling containing two or more dwelling units shall be responsible for the extermination of any insects, rodents, or other pests in all dwelling units or rooming units therein and in the shared public areas of the dwelling and premises thereof. Such extermination shall include, but is not limited to the following:

1. Preventing the entrance by blocking or stopping up all passages, by which rats may secure entry from the exterior with rat impervious material;
2. Preventing the interior infestation by rat stoppage, harborage removal, the paving of basements, cellars and any other areas which are in contact with the soil, and such cleanliness as may be necessary to eliminate rat breeding places;
3. Providing screens or such other devices for basement windows which might provide a point of entry for rodents.

(g) **Cleanliness of sidewalks, alleys, and gutters.**

1. The owner of any premises bordering any street, lane or alley shall not allow garbage or rubbish to be deposited into the street, gutters, or alleys abutting the premises.
2. The owner or operator of any dwelling containing more than one dwelling unit and the owner of any boardinghouse, residency hotel or other establishment covered by section 10-235 shall maintain in a clean and sanitary condition, free of garbage, rubbish, bulk trash, or other offensive material, both that portion of the sidewalk and the gutter that abuts the property and that portion of any alley that abuts the property and is bound by the property lines of the adjoining properties and the mid-point of such alley.

(Code 1982, § 6-157; Ord. No. 10064, § 2, 2-7-1994)
Chapter 9

GENERAL LEASING POLICIES

INTRODUCTION

Chapter 9 covers the lease-up process from the family's submission of a Request for Tenancy Approval to execution of the HAP contract.

In order for DHA to assist a family in a particular dwelling unit, or execute a Housing Assistance Payments (HAP) contract with the owner of a dwelling unit, DHA must determine that all the following program requirements are met:

- The unit itself must qualify as an eligible unit [24 CFR 982.305(a)]
- The unit must be inspected by DHA and meet the Housing Quality Standards (HQS) [24 CFR 982.305(a)]
- The lease offered by the owner must be approvable and must include the required Tenancy Addendum [24 CFR 982.305(a)]
- The rent to be charged by the owner for the unit must be reasonable [24 CFR 982.305(a)]
- The owner must be an eligible owner, approvable by DHA, with no conflicts of interest [24 CFR 982.306]
- For families initially leasing a unit only: Where the gross rent of the unit exceeds the applicable payment standard for the family, the share of rent to be paid by the family cannot exceed 40 percent of the family’s monthly adjusted income [24 CFR 982.305(a)]

9-I.A. TENANT SCREENING

DHA has no liability or responsibility to the owner or other persons for the family’s behavior or suitability for tenancy [24 CFR 982.307(a)(1)].

DHA may elect to screen applicants for family behavior or suitability for tenancy. See Chapter 3 for a discussion of DHA’s policies with regard to screening applicant families for program eligibility [24 CFR 982.307(a)(1)].

The owner is responsible for screening and selection of the family to occupy the owner's unit. At or before DHA approval of the tenancy, DHA must inform the owner that screening and selection for tenancy is the responsibility of the owner [24 CFR 982.307(a)(2)]. DHA must also inform the owner or manager or their responsibility to comply with VAWA. [Pub.L. 109-162]

DHA must provide the owner with the family's current and prior address (as shown in DHA records); and the name and address (if known to DHA) of the landlord at the family's current and prior address. [24 CFR 982.307 (b)(1)].

DHA is permitted, but not required, to offer the owner other information in DHA’s possession about the family’s tenancy [24 CFR 982.307(b)(2)].
DHA’s policy on providing information to the owner must be included in the family’s briefing packet [24 CFR 982.307(b)(3)].

**DHA Policy**

DHA will not screen applicants for family behavior or suitability for tenancy.

DHA will not provide additional screening information to the owner.

**9-I.B. REQUESTING TENANCY APPROVAL [Form HUD-52517]**

After the family is issued a voucher, the family must locate an eligible unit, with an owner or landlord willing to participate in the voucher program. Once a family finds a suitable unit and the owner is willing to lease the unit under the program, the owner and the family must request DHA to approve the assisted tenancy in the selected unit.

The owner and the family must submit two documents to DHA:

- Completed Request for Tenancy Approval (RTA) – Form HUD-52517
- Copy of the proposed lease, including the HUD-prescribed Tenancy Addendum – Form HUD-52641-A

The RTA contains important information about the rental unit selected by the family, including the unit address, number of bedrooms, structure type, year constructed, utilities included in the rent, and the requested beginning date of the lease, necessary for DHA to determine whether to approve the assisted tenancy in this unit.

Owners must certify to the most recent amount of rent charged for the unit and provide an explanation for any difference between the prior rent and the proposed rent.

Owners must certify that they are not the parent, child, grandparent, grandchild, sister or brother of any member of the family, unless DHA has granted a request for reasonable accommodation for a person with disabilities who is a member of the tenant household.

For units constructed prior to 1978, owners must either 1) certify that the unit, common areas, and exterior have been found to be free of lead-based paint by a certified inspector; or 2) attach a lead-based paint disclosure statement.

Both the RTA and the proposed lease must be submitted no later than the expiration date stated on the voucher. [HCV GB p.8-15].

**DHA Policy**

The RTA must be signed by both the family and the owner.

The owner may submit the RTA on behalf of the family.

Completed RTA (including the proposed dwelling lease) must be submitted as hard copies, in-person, or by email.

The family may not submit, and DHA will not process, more than one (1) RTA at a time.

When the family submits the RTA DHA will review the RTA for completeness.
If the RTA is incomplete (including lack of signature by family, owner, or both), or if the dwelling lease is not submitted with the RTA, DHA will notify the family and the owner of the deficiencies in writing.

Missing information and/or missing documents will only be accepted as hard copies, in-person, or by email. DHA will not accept missing information over the phone, and will require the family to re-submit the request.

When the family submits the RTA and proposed lease, DHA will also review the terms of the RTA for consistency with the terms of the proposed lease.

If the terms of the RTA are not consistent with the terms of the proposed lease, DHA will notify the family and the owner of the discrepancies.

Corrections to the terms of the RTA and/or the proposed lease will only be accepted as hard copies, in-person, or by email. DHA will not accept corrections by phone or fax.

Because of the time sensitive nature of the tenancy approval process, DHA will attempt to communicate with the owner and family by phone, fax, or email. DHA will use mail when the parties can’t be reached by phone or email.

9-I.C. OWNER PARTICIPATION

DHA does not formally approve an owner to participate in the HCV program. However, there are a number of criteria where DHA may deny approval of an assisted tenancy based on past owner behavior, conflict of interest, or other owner-related issues. No owner has a right to participate in the HCV program [24 CFR 982.306(e)]

See Chapter 13 for a full discussion of owner qualification to participate in the HCV program.

9-I.D. ELIGIBLE UNITS

There are a number of criteria that a dwelling unit must meet in order to be eligible for assistance under the voucher program. Generally, a voucher-holder family may choose any available rental dwelling unit on the market in DHA’s jurisdiction. This includes the dwelling unit they are currently occupying.

Ineligible Units [24 CFR 982.352(a)]

DHA may not assist a unit under the voucher program if the unit is a public housing or Indian housing unit; a unit receiving project-based assistance under section 8 of the 1937 Act (42 U.S.C. 1437f); nursing homes, board and care homes, or facilities providing continual psychiatric, medical, or nursing services; college or other school dormitories; units on the grounds of penal, reformatory, medical, mental, and similar public or private institutions; a unit occupied by its owner or by a person with any interest in the unit.

DHA-Owned Units [24 CFR 982.352(b)]

Otherwise eligible units that are owned or substantially controlled by DHA issuing the voucher may also be leased in the voucher program. In order for a DHA-owned unit to be leased
under the voucher program, the unit must not be ineligible housing and DHA must inform the
family, both orally and in writing, that the family has the right to select any eligible unit
available for lease and that the family is free to select a DHA-owned unit without any pressure or
steering by DHA.

DHA Policy

DHA does not have any eligible DHA-owned units available for leasing under the
voucher program.

Special Housing Types [24 CFR 982 Subpart M]

HUD regulations permit, but do not generally require, DHA to permit families to use voucher
assistance in a number of special housing types in accordance with the specific requirements
applicable to those programs. These special housing types include single room occupancy (SRO)
housing, congregate housing, group home, shared housing, manufactured home space (where the
family owns the manufactured home and leases only the space), cooperative housing and
homeownership option. See Chapter 15 for specific information and policies on any of these
housing types that DHA has chosen to allow.

The regulations do require DHA to permit use of any special housing type if needed as a
reasonable accommodation so that the program is readily accessible to and usable by persons
with disabilities.

Duplicative Assistance [24 CFR 982.352(c)]

A family may not receive the benefit of HCV tenant-based assistance while receiving the benefit
of any of the following forms of other housing subsidy, for the same unit or for a different unit:

- Public or Indian housing assistance;
- Other Section 8 assistance (including other tenant-based assistance);
- Assistance under former Section 23 of the United States Housing Act of 1937 (before
  amendment by the Housing and Community Development Act of 1974);
- Section 101 rent supplements;
- Section 236 rental assistance payments;
- Tenant-based assistance under the HOME Program;
- Rental assistance payments under Section 521 of the Housing Act of 1949 (a program of the
  Rural Development Administration);
- Any local or State rent subsidy;
- Section 202 supportive housing for the elderly;
- Section 811 supportive housing for persons with disabilities; (11) Section 202 projects for
  non-elderly persons with disabilities (Section 162 assistance); or
• Any other duplicative federal, State, or local housing subsidy, as determined by HUD. For this purpose, 'housing subsidy' does not include the housing component of a welfare payment, a social security payment received by the family, or a rent reduction because of a tax credit.

Housing Quality Standards (HQS) [24 CFR 982.305 and 24 CFR 982.401]

In order to be eligible, the dwelling unit must be in decent, safe and sanitary condition. This determination is made using HUD’s Housing Quality Standards (HQS) and/or equivalent state or local standards approved by HUD. See Chapter 8 for a full discussion of the HQS standards, as well as the process for HQS inspection at initial lease-up.

Unit Size

In order to be eligible, the dwelling unit must be appropriate for the number of persons in the household. A family must be allowed to lease an otherwise acceptable dwelling unit with fewer bedrooms than the number of bedrooms stated on the voucher issued to the family, provided the unit meets the applicable HQS space requirements [24 CFR 982.402(d)]. The family must be allowed to lease an otherwise acceptable dwelling unit with more bedrooms than the number of bedrooms stated on the voucher issued to the family. See Chapter 5 for a full discussion of subsidy standards.

Rent Reasonableness [24 CFR 982.305 and 24 CFR 982.507]

In order to be eligible, the dwelling unit must have a reasonable rent. The rent must be reasonable in relation to comparable unassisted units in the area and must not be in excess of rents charged by the owner for comparable, unassisted units on the premises. See Chapter 8 for a full discussion of rent reasonableness and the rent reasonableness determination process.

Rent Burden [24 CFR 982.508]

Where a family is initially leasing a unit and the gross rent of the unit exceeds the applicable payment standard for the family, the dwelling unit rent must be at a level where the family’s share of rent does not exceed 40 percent of the family’s monthly adjusted income. See Chapter 6 for a discussion of calculation of gross rent, the use of payment standards, and calculation of family income, family share of rent and HAP.

9-I.E. LEASE AND TENANCY ADDENDUM

The family and the owner must execute and enter into a written dwelling lease for the assisted unit. This written lease is a contract between the tenant family and the owner; DHA is not a party to this contract.

The tenant must have legal capacity to enter a lease under State and local law. 'Legal capacity' means that the tenant is bound by the terms of the lease and may enforce the terms of the lease against the owner [24 CFR 982.308(a)]

Lease Form and Tenancy Addendum [24 CFR 982.308]

If the owner uses a standard lease form for rental to unassisted tenants in the locality or the

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premises, the lease must be in such standard form. If the owner does not use a standard lease form for rental to unassisted tenants, the owner may use another form of lease. The HAP contract prescribed by HUD contains the owner's certification that if the owner uses a standard lease form for rental to unassisted tenants, the lease is in such standard form.

All provisions in the HUD-required Tenancy Addendum must also be added word-for-word to the owner's standard lease form, for use with the assisted family. The Tenancy Addendum includes the tenancy requirements for the program and the composition of the household as approved by DHA. As a part of the lease, the tenant shall have the right to enforce the Tenancy Addendum against the owner and the terms of the Tenancy Addendum shall prevail over any other provisions of the lease.

DHA Policy

DHA does not provide a model or standard dwelling lease for owners to use in the HCV program.

Lease Information [24 CFR 982.308(d)]

The assisted dwelling lease must contain all of the required information as listed below:

- The names of the owner and the tenant:
- The unit rented (address, apartment number, and any other information needed to identify the contract unit)
- The term of the lease (initial term and any provisions for renewal)
- The amount of the monthly rent to owner
- A specification of what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the family

Term of Assisted Tenancy

The initial term of the assisted dwelling lease must be for at least one year [24 CFR 982.309]. The initial lease term is also stated in the HAP contract.

The HUD program regulations permit DHA to approve a shorter initial lease term if certain conditions are met.

DHA Policy

DHA will approve an initial lease term of less than one (1) year, when the tenancy occurs after the first of the month (i.e. lease beginning on September 15th would end on August 31st of the following year). Prevailing practice of DHA is to end the lease at the end of the month to coincide with the effective date of the annual recertification. However, the initial lease term must be at least 11 months.

During the initial term of the lease, the owner may not raise the rent to owner [24 CFR 982.309]. Any provisions for renewal of the dwelling lease will be stated in the dwelling lease [HCV Guidebook, pg. 8-22]. There are no HUD requirements regarding any renewal extension terms, except that they must be in the dwelling lease if they exist.

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DHA may execute the HAP contract even if there is less than one year remaining from the beginning of the initial lease term to the end of the last expiring funding increment under the consolidated ACC. [24 CFR 982.309(b)].

Security Deposit [24 CFR 982.313 (a) and (b)]

The owner may collect a security deposit from the tenant. DHA may prohibit security deposits in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. However, if DHA chooses to do so, language to this effect must be added to Part A of the HAP contract [Form HUD-52641].

DHA Policy

DHA will allow the owner to collect any security deposit amount the owner determines is appropriate. Therefore, no modifications to the HAP contract will be necessary.

Separate Non-Lease Agreements between Owner and Tenant

Owners may not demand or accept any rent payment from the family in excess of the rent to the owner minus DHA’s housing assistance payments to the owner [24 CFR 982.451(b)(4)].

The owner may not charge the tenant extra amounts for items customarily included in rent in the locality, or provided at no additional cost to unsubsidized tenants in the premises [24 CFR 982.510(c)].

DHA Policy

DHA permits owners and families to execute separate, non-lease agreements for services, appliances (other than range and refrigerator) and other items that are not included in the lease.

Any items, appliances, or other services that are customarily provided to unassisted families as part of the dwelling lease with those families, or are permanently installed in the dwelling unit must be included in the dwelling lease for the assisted family. These items, appliances or services cannot be placed under a separate non-lease agreement between the owner and family. Side payments for additional rent, or for items, appliances or services customarily provided to unassisted families as part of the dwelling lease for those families, are prohibited.

Any items, appliances, or other services that are not customarily provided to unassisted families as part of the dwelling lease with those families, are not permanently installed in the dwelling unit and where the family has the sole option of not utilizing the item, appliance or service, may be included in a separate non-lease agreement between the owner and the family.
The family is not liable and cannot be held responsible under the terms of the assisted dwelling lease for any charges pursuant to a separate non-lease agreement between the owner and the family. Non-payment of any charges pursuant to a separate non-lease agreement between the owner and the family cannot be a cause for eviction or termination of tenancy under the terms of the assisted dwelling lease.

Separate non-lease agreements that involve additional items, appliances or other services may be considered amenities offered by the owner and may be taken into consideration when determining the reasonableness of the rent for the property.

**DHA Review of Lease**

DHA will review the dwelling lease for compliance with all applicable requirements.

**DHA Policy**

If the dwelling lease is incomplete or incorrect, DHA will notify the family and the owner of the deficiencies. Missing and corrected lease information will only be accepted as hard copies, in-person, by mail, or by fax. DHA will not accept missing and corrected information over the phone.

Because the initial leasing process is time-sensitive, DHA will attempt to communicate with the owner and family by phone, fax, or email. DHA will use mail when the parties can’t be reached by phone, fax, or email.

DHA is permitted, but is not required, to review the lease to determine if the lease complies with State and local law and is permitted to decline to approve the tenancy if DHA determines that the lease does not comply with State or local law [24 CFR 982.308(c)]

**DHA Policy**

DHA will not review the owner’s lease for compliance with state/local law.

**9-I.F. TENANCY APPROVAL [24 CFR 982.305]**

After receiving the family’s Request for Tenancy Approval, with proposed dwelling lease, DHA must promptly notify the family and owner whether the assisted tenancy is approved.

Prior to approving the assisted tenancy and execution of a HAP contract, DHA must ensure that all required actions and determinations, discussed in Part I of this chapter have been completed.

These actions include ensuring that the unit is eligible; the unit has been inspected by DHA and meets the Housing Quality Standards (HQS); the lease offered by the owner is approvable and includes the required Tenancy Addendum; the rent to be charged by the owner for the unit must is reasonable; where the family is initially leasing a unit and the gross rent of the unit exceeds the applicable payment standard for the family, the share of rent to be paid by the family does not exceed 40 percent of the family’s monthly adjusted income [24 CFR 982.305(a)]; the
owner is an eligible owner, not disapproved by DHA, with no conflicts of interest [24 CFR 982.306]; the family and the owner have executed the lease, including the Tenancy Addendum, and the lead-based paint disclosure information [24 CFR 982.305(b)].

DHA Policy

DHA will complete its determination within 10 business days of receiving all required information.

If the terms of the RTA/proposed lease are changed for any reason, including but not limited to negotiation with DHA, DHA will obtain corrected copies of the RTA and proposed lease, signed by the family and the owner.

Corrections to the RTA/proposed lease will only be accepted as hard copies, in-person, by mail, or by fax. DHA will not accept corrections over the phone.

If DHA determines that the tenancy cannot be approved for any reason, the owner and the family will be notified in writing and given the opportunity to address any reasons for disapproval. DHA will instruct the owner and family of the steps that are necessary to approve the tenancy.

Where the tenancy is not approvable because the unit is not approvable, the family must continue to search for eligible housing within the timeframe of the issued voucher.

If the tenancy is not approvable due to rent affordability (including rent burden and rent reasonableness), DHA will attempt to negotiate the rent with the owner. If a new, approvable rent is negotiated, the tenancy will be approved. If the owner is not willing to negotiate an approvable rent, the family must continue to search for eligible housing within the timeframe of the issued voucher.

9-I.G. HAP CONTRACT EXECUTION [24 CFR 982.305]

The HAP contract is a written agreement between DHA and the owner of the dwelling unit occupied by a housing choice voucher assisted family. Under the HAP contract, DHA agrees to make housing assistance payments to the owner on behalf of a specific family occupying a specific unit and obliges the owner to comply with all program requirements.

The HAP contract format is prescribed by HUD.

If DHA has given approval for the family of the assisted tenancy, the owner and DHA execute the HAP contract.

The term of the HAP contract must be the same as the term of the lease [24 CFR 982.451(a)(2)].

DHA is permitted to execute a HAP contract even if the funding currently available does not extend for the full term of the HAP contract.

DHA must make a best effort to ensure that the HAP contract is executed before the beginning of the lease term. Regardless, the HAP contract must be executed no later than 60 calendar days from the beginning of the lease term.
DHA may not pay any housing assistance payment to the owner until the HAP contract has been executed. If the HAP contract is executed during the period of 60 calendar days from the beginning of the lease term, DHA will pay housing assistance payments after execution of the HAP contract (in accordance with the terms of the HAP contract), to cover the portion of the lease term before execution of the HAP contract (a maximum of 60 days).

Any HAP contract executed after the 60 day period is void, and DHA may not pay any housing assistance payment to the owner.

**DHA Policy**

Owners who have not previously participated in the HCV program must attend a meeting with DHA in which the terms of the Tenancy Addendum and the HAP contract will be explained. DHA may waive this requirement on a case-by-case basis, if it determines that the owner is sufficiently familiar with the requirements and responsibilities under the HCV program.

The owner and the assisted family will execute the dwelling lease and the owner must provide a copy to DHA. DHA will ensure that both the owner and the assisted family receive copies of the dwelling lease.

The owner and DHA will execute the HAP contract. DHA will not execute the HAP contract until the owner has submitted IRS form W-9. DHA will ensure that the owner receives a copy of the executed HAP contract.

See Chapter 13 for a discussion of the HAP contract and contract provisions.

**9-I.H. CHANGES IN LEASE OR RENT [24 CFR 982.308]**

If the tenant and the owner agree to any changes in the lease, such changes must be in writing, and the owner must immediately give DHA a copy of such changes. The lease, including any changes, must remain in accordance with the requirements of this chapter.

Generally, DHA approval of tenancy and execution of a new HAP contract are not required for changes in the lease. However, under certain circumstances, voucher assistance in the unit shall not be continued unless DHA has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner. These circumstances include:

- Changes in lease requirements governing tenant or owner responsibilities for utilities or appliances
- Changes in lease provisions governing the term of the lease
- The family moves to a new unit, even if the unit is in the same building or complex

In these cases, if the HCV assistance is to continue, the family must submit a new Request for Tenancy Approval (RTA) along with a new dwelling lease containing the altered terms. A new tenancy must then be approved in accordance with this chapter.

Where the owner is changing the amount of rent, the owner must notify DHA of any changes in the amount of the rent to owner at least 60 days before any such changes go into effect [24
CFR 982.308(g)(4)]. DHA will agree to such an increase only if the amount of the rent to owner is considered reasonable according to the rent reasonableness standards discussed in Chapter 8. If the requested rent is not found to be reasonable, the owner must either reduce the requested rent increase, or give the family notice in accordance with the terms of the lease.

No rent increase is permitted during the initial term of the lease [24 CFR 982.309(a)(3)].

**DHA Policy**

Where the owner is requesting a rent increase, DHA will determine whether the requested increase is reasonable within 10 business days of receiving the request from the owner. The owner will be notified of the determination in writing within 30 days.

Rent increases will go into effect on the first of the month following the 60 day period after the owner notifies DHA of the rent change or on the date specified by the owner, whichever is later.
Chapter 10
MOVING WITH CONTINUED ASSISTANCE AND PORTABILITY

INTRODUCTION
Freedom of choice is a hallmark of the housing choice voucher (HCV) program. In general, therefore, HUD regulations impose few restrictions on where families may live or move with HCV assistance. This chapter sets forth HUD regulations and DHA policies governing moves within or outside DHA’s jurisdiction in two parts:

Part I: Moving with Continued Assistance. This part covers the general rules that apply to all moves by a family assisted under DHA’s HCV program, whether the family moves to another unit within DHA’s jurisdiction or to a unit outside DHA’s jurisdiction under portability.

Part II: Portability. This part covers the special rules that apply to moves by a family under portability, whether the family moves out of or into DHA’s jurisdiction. This part also covers the special responsibilities that DHA has under portability regulations and procedures.

PART I: MOVING WITH CONTINUED ASSISTANCE

10-I.A. ALLOWABLE MOVES
HUD lists five regulatory conditions and the statutory condition under VAWA in which an assisted family is allowed to move to a new unit with continued assistance. Permission to move is subject to the restrictions set forth in section 10-I.B.

• The family has a right to terminate the lease on notice to the owner (for the owner’s breach or otherwise) and has given a notice of termination to the owner in accordance with the lease [24 CFR 982.314(b)(3)]. If the family terminates the lease on notice to the owner, the family must give DHA a copy of the notice at the same time [24 CFR 982.314(d)(1)].

• The Violence Against Women Reauthorization Act of 2005 provides that “a family may receive a voucher from a public housing agency and move to another jurisdiction under the tenant-based assistance program if the family has complied with all other obligations of the section 8 program and has moved out of the assisted dwelling unit in order to protect the health or safety of an individual who is or has been a victim of domestic violence, dating violence, or stalking and who reasonably believed he or she was imminently threatened by harm from further violence if he or she remained in the assisted dwelling unit” [Pub.L. 109-162]

• The lease for the family’s unit has been terminated by mutual agreement of the owner and the family [24 CFR 982.314(b)(1)(ii)].

DHA Policy
If the family and the owner mutually agree to terminate the lease for the family’s unit, the family must give DHA a copy of the termination agreement.
The owner has given the family a notice to vacate, has commenced an action to evict the family, or has obtained a court judgment or other process allowing the owner to evict the family [24 CFR 982.314(b)(2)]. The family must give DHA a copy of any owner eviction notice [24 CFR 982.551(g)].

- DHA has terminated the assisted lease for the family’s unit for the owner’s breach [24 CFR 982.314(b)(1)(i)].
- DHA determines that the family’s current unit does not meet the HQS space standards because of an increase in family size or a change in family composition. In such cases, DHA must issue the family a new voucher, and the family and DHA must try to find an acceptable unit as soon as possible. If an acceptable unit is available for the family, DHA must terminate the HAP contract for the family’s old unit in accordance with the HAP contract terms and must notify both the family and the owner of the termination. The HAP contract terminates at the end of the calendar month that follows the calendar month in which DHA gives notice to the owner. [24 CFR 982.403(a) and (c)]

10-I.B. RESTRICTIONS ON MOVES

A family’s right to move is generally contingent upon the family’s compliance with program requirements [24 CFR 982.1(b)(2)]. HUD specifies two conditions under which a DHA may deny a family permission to move and two ways in which a DHA may restrict moves by a family.

Denial of Moves

HUD regulations permit DHA to deny a family permission to move under the following conditions:

**Insufficient Funding**

DHA may deny a family permission to move if DHA does not have sufficient funding for continued assistance [24 CFR 982.314(e)(1)].

**DHA Policy**

DHA will deny a family permission to move on grounds that DHA does not have sufficient funding for continued assistance if (a) the move is initiated by the family, not the owner or DHA; (b) DHA can demonstrate that the move will, in fact, result in higher subsidy costs; and (c) DHA can demonstrate, in accordance with the policies in Part VIII of Chapter 16, that it does not have sufficient funding in its annual budget to accommodate the higher subsidy costs. This policy applies to moves within DHA’s jurisdiction as well as to moves outside it under portability.

**Grounds for Denial or Termination of Assistance**

DHA has grounds for denying or terminating the family’s assistance [24 CFR 982.314(e)(2)]. VAWA creates an exception to these restrictions for families who are otherwise in compliance with program obligations, but have moved to protect the health or safety of an individual who is
or has been a victim of domestic violence, dating violence or stalking, and who reasonably believed he or she was imminently threatened by harm from further violence if they remained in the unit. [Pub.L. 109-162]

DHA Policy

If DHA has grounds for denying or terminating a family’s assistance, DHA will act on those grounds in accordance with the regulations and policies set forth in Chapters 3 and 12, respectively. In general, it will not deny a family permission to move for this reason; however, it retains the discretion to do so under special circumstances. Refer to sections 3-III.G and 12-II.E for VAWA provisions.

Restrictions on Elective Moves [24 CFR 982.314I]

HUD regulations permit DHA to prohibit any elective move by a participant family during the family’s initial lease term. They also permit DHA to prohibit more than one elective move by a participant family during any 12-month period.

DHA Policy

DHA will deny a family permission to make an elective move during the family’s initial lease term. This policy applies to moves within DHA’s jurisdiction or outside it under portability.

DHA will also deny a family permission to make more than one elective move during any 12-month period. This policy applies to all assisted families residing in DHA’s jurisdiction.

DHA will consider exceptions to these policies for the following reasons: to protect the health or safety of a family member (e.g., lead-based paint hazards, domestic violence, witness protection programs), to accommodate a change in family circumstances (e.g., new employment, school attendance in a distant area), or to address an emergency situation over which a family has no control.

In addition, DHA will allow exceptions to these policies for purposes of reasonable accommodation of a family member who is a person with disabilities (see Chapter 2).

10-I.C. MOVING PROCESS

Notification

If a family wishes to move to a new unit, the family must notify DHA and the owner before moving out of the old unit or terminating the lease on notice to the owner [24 CFR 982.314(d)(2)]. If the family wishes to move to a unit outside DHA’s jurisdiction under portability, the notice to DHA must specify the area where the family wishes to move [24 CFR 982.314(d)(2), Notice PIH 2004-12]. The notices must be in writing [24 CFR 982.5].

Approval

DHA Policy

Upon receipt of a family’s notification that it wishes to move, DHA will determine whether the move is approvable in accordance with the regulations and policies set forth in sections 10-I.A and 10-I.B. DHA will notify the family in writing of its determination.
within 10 business days following receipt of the family’s notification.
All families approved to relocate must attend a relocation briefing orientation.

**Reexamination of Family Income and Composition**

**DHA Policy**

For families approved to move to a new unit within DHA’s jurisdiction, DHA will perform a new annual reexamination in accordance with the policies set forth in Chapter 11 of this plan.

For families moving into or families approved to move out of DHA’s jurisdiction under portability, DHA will follow the policies set forth in Part II of this chapter.

**Voucher Issuance and Briefing**

**DHA Policy**

For families approved to move to a new unit within DHA’s jurisdiction, DHA will issue a new voucher within 10 business days of DHA’s written approval to move. DHA will follow the policies set forth in Chapter 5 on voucher term, extension, and expiration. If a family does not locate a new unit within the term of the voucher and any extensions, the family may remain in its current unit with continued voucher assistance if the owner agrees and DHA approves. Otherwise, the family will lose its assistance.

For families moving into or families approved to move out of DHA’s jurisdiction under portability, DHA will follow the policies set forth in Part II of this chapter.

**Housing Assistance Payments [24 CFR 982.311(d)]**

When a family moves out of an assisted unit, DHA may not make any housing assistance payment to the owner for any month after the month the family moves out. The owner may keep the housing assistance payment for the month when the family moves out of the unit.

If a participant family moves from an assisted unit with continued tenant-based assistance, the term of the assisted lease for the new assisted unit may begin during the month the family moves out of the first assisted unit. Overlap of the last housing assistance payment (for the month when the family moves out of the old unit) and the first assistance payment for the new unit, is not considered to constitute a duplicative housing subsidy.

**PART II: PORTABILITY**

**10-II.A. OVERVIEW**

Within the limitations of the regulations and this plan, a participant family or an applicant family that has been issued a voucher has the right to use tenant-based voucher assistance to lease a unit anywhere in the United States providing that the unit is located within the jurisdiction of a PHA administering a tenant-based voucher program [24 CFR 982.353(b)]. The process by which a family obtains a voucher from one PHA and uses it to lease a unit in the jurisdiction of another PHA is known as portability. The first PHA is called the **initial PHA**. The second is called the receiving PHA.
The receiving PHA has the option of administering the family’s voucher for the initial PHA or absorbing the family into its own program. Under the first option, the receiving PHA bills the initial PHA for the family’s housing assistance payments and the fees for administering the family’s voucher. Under the second option, the receiving PHA pays for the family’s assistance out of its own program funds, and the initial PHA has no further relationship with the family.

The same PHA commonly acts as the initial PHA for some families and as the receiving PHA for others. Each role involves different responsibilities. DHA will follow the rules and policies in section 10-II.B when it is acting as the initial PHA for a family. It will follow the rules and policies in section 10-II.C when it is acting as the receiving PHA for a family.

**10-II.B. INITIAL PHA ROLE**

**Allowable Moves under Portability**

A family may move with voucher assistance only to an area where there is at least one PHA administering a voucher program [24 CFR 982.353(b)]. If there is more than one PHA in the area, the initial PHA may choose the receiving PHA [24 CFR 982.355(b)].

Applicant families that have been issued vouchers as well as participant families may qualify to lease a unit outside DHA’s jurisdiction under portability. The initial PHA, in accordance with HUD regulations and PHA policy, determines whether a family qualifies.

**Applicant Families**

Under HUD regulations, most applicant families qualify to lease a unit outside DHA’s jurisdiction under portability. However, HUD gives DHA discretion to deny a portability move by an applicant family for the same two reasons that it may deny any move by a participant family: insufficient funding and grounds for denial or termination of assistance.

**DHA Policy**

In determining whether or not to deny an applicant family permission to move under portability because DHA lacks sufficient funding or has grounds for denying assistance to the family, the initial PHA will follow the policies established in section 10-I.B of this chapter.

In addition, DHA may establish a policy denying the right to portability to nonresident applicants during the first 12 months after they are admitted to the program [24 CFR 982.353©].

**DHA Policy**

If neither the head of household nor the spouse/cohead of an applicant family had a domicile (legal residence) in DHA’s jurisdiction at the time the family’s application for assistance was submitted, the family must live in DHA’s jurisdiction with voucher assistance for at least 12 months before requesting portability.

DHA will consider exceptions to this policy for purposes of reasonable accommodation (see Chapter 2). However, any exception to this policy is subject to the approval of the receiving DHA [24 CFR 982.353©(3)].
Participant Families

The Initial PHA must not provide portable assistance for a participant if a family has moved out of its assisted unit in violation of the lease [24 CFR 982.353(b)]. VAWA creates an exception to this prohibition for families who are otherwise in compliance with program obligations but have moved to protect the health or safety of an individual who is or has been a victim of domestic violence, dating violence or stalking and who reasonably believed he or she was imminently threatened by harm from further violence if they remained in the unit.

DHA Policy

DHA will determine whether a participant family may move out of DHA’s jurisdiction with continued assistance in accordance with the regulations and policies set forth here and in sections 10-I.A and 10-I.B of this chapter. DHA will notify the family of its determination in accordance with the approval policy set forth in section 10-I.C of this chapter. DHA will require families to attend an orientation to renew the portability process.

Determining Income Eligibility

Applicant Families

An applicant family may lease a unit in a particular area under portability only if the family is income eligible for admission to the voucher program in that area [24 CFR 982.353(d)(3)]. The family must specify the area to which the family wishes to move [Notice 2004-12].

The initial PHA is responsible for determining whether the family is income eligible in the area to which the family wishes to move [24 CFR 982.355(c)(1)]. If the applicant family is not income eligible in that area, DHA must inform the family that it may not move there and receive voucher assistance [Notice PIH 2004-12].

Participant Families

The income eligibility of a participant family is not re-determined if the family moves to a new jurisdiction under portability [24 CFR 982.353(d)(2), 24 CFR 982.355(c)(1)].

Reexamination of Family Income and Composition

No new reexamination of family income and composition is required for an applicant family.

DHA Policy

For a participant family approved to move out of its jurisdiction under portability, DHA generally will conduct a reexamination of family income and composition only if the family’s annual reexamination must be completed on or before the initial billing deadline specified on form HUD-52665, Family Portability Information.

DHA will make any exceptions to this policy necessary to remain in compliance with HUD regulations.

Briefing

The regulations and policies on briefings set forth in Chapter 5 of this plan require DHA to provide information on portability to all applicant families that qualify to lease a unit outside the
DHA’s jurisdiction under the portability procedures. DHA will conduct an orientation for families that request portability.

**DHA Policy**

DHA will provide the family with the same oral and written explanation of portability that it provides to applicant families selected for admission to the program (see Chapter 5). DHA will provide the name, address, and phone of the contact for the PHA in the jurisdiction to which they wish to move. DHA will advise the family that they will be under DHA’s policies and procedures, including subsidy standards and voucher extension policies.

**Voucher Issuance and Term**

An applicant family has no right to portability until after the family has been issued a voucher [24 CFR 982.353(b)]. In issuing vouchers to applicant families, DHA will follow the regulations and procedures set forth in Chapter 5. A new voucher is not required for portability purposes.

**DHA Policy**

For families approved to move under portability, DHA will issue a new voucher within 10 business days of DHA’s written approval to move.

The initial term of the voucher will be 60 days.

**Voucher Extensions and Expiration**

**DHA Policy**

DHA will not provide extensions to a voucher issued to an applicant or participant family porting out of DHA’s jurisdiction except under the following circumstances:

(a) the initial term of the voucher will expire before the portable family will be issued a voucher by the receiving PHA;

(b) the family decides to return to the initial PHA’s jurisdiction and search for a unit there, or

(c) the family decides to search for a unit in a third PHA’s jurisdiction. In such cases, the policies on voucher extensions set forth in Chapter 5, section 5-II.E, of this plan will apply, including the requirement that the family apply for an extension in writing prior to the expiration of the initial voucher term.

To receive or continue receiving assistance under the initial PHA’s voucher program, a family that moves to another PHA’s jurisdiction under portability must be under HAP contract in the receiving PHA’s jurisdiction within 60 days following the expiration date of the initial PHA’s voucher term (including any extensions). (See below under “Initial Billing Deadline” for one exception to this policy.)
Initial Contact with the Receiving PHA

After approving a family’s request to move under portability, the initial PHA must promptly notify the receiving PHA to expect the family [24 CFR 982.355(c)(2)]. This means that the initial PHA must contact the receiving PHA directly on the family’s behalf [Notice PIH 2004-12]. The initial PHA must also advise the family how to contact and request assistance from the receiving PHA [24 CFR 982.355(c)(2)].

DHA Policy

Because the portability process is time-sensitive, DHA will notify the receiving PHA by phone, fax, or e-mail to expect the family. The initial PHA will also ask the receiving PHA to provide any information the family may need upon arrival, including the name, fax, email and telephone number of the staff person responsible for business with incoming portable families and procedures related to appointments for voucher issuance. DHA will pass this information along to the family. DHA will also ask for the name, address, telephone number, fax and email of the person responsible for processing the billing information.

Sending Documentation to the Receiving PHA

The initial PHA is required to send the receiving PHA the following documents:

- Form HUD-52665, Family Portability Information, with Part I filled out [Notice PIH 2004-12]
- A copy of the family’s voucher [Notice PIH 2004-12]
- A copy of the family’s most recent form HUD-50058, Family Report, or, if necessary in the case of an applicant family, family and income information in a format similar to that of form HUD-50058 [24 CFR 982.355(c)(4), Notice PIH 2004-12]
- Copies of the income verifications backing up the form HUD-50058 [24 CFR 982.355(c)(4), Notice PIH 2004-12]

DHA Policy

In addition to these documents, DHA will provide the following information, if available, to the receiving PHA:

- Social security numbers (SSNs)
- Documentation of SSNs for all family members age 6 and over
- Documentation of legal identity
- Documentation of citizenship or eligible immigration status
- Documentation of participation in the earned income disallowance (EID) benefit
Documentation of participation in a family self-sufficiency (FSS) program

DHA will notify the family in writing regarding any information provided to the receiving PHA [HCV GB, p. 13-3].

Initial Billing Deadline [Notice PIH 2004-12]

When the initial PHA sends form HUD-52665 to the receiving PHA, it specifies in Part I the deadline by which it must receive the initial billing notice from the receiving PHA. This deadline is 60 days following the expiration date of the voucher issued to the family by the initial PHA. If the initial PHA does not receive a billing notice by the deadline and does not intend to honor a late billing submission, it must contact the receiving PHA to determine the status of the family. If the receiving PHA reports that the family is not yet under HAP contract, the initial PHA may refuse to accept a late billing submission. If the receiving PHA reports that the family is under HAP contract and the receiving PHA cannot absorb the family, the initial PHA must accept a late billing submission; however, it may report to HUD the receiving PHA’s failure to comply with the deadline.

DHA Policy

If DHA has not received an initial billing notice from the receiving PHA by the deadline specified on form HUD-52665, it will contact the receiving PHA by phone, fax, or e-mail on the next business day. If the PHA reports that the family is not yet under HAP contract, DHA will inform the receiving PHA that it will not honor a late billing submission and will return any subsequent billings that it receives on behalf of the family. DHA will send the receiving PHA a written confirmation of its decision by mail.

DHA will allow an exception to this policy if the family includes a person with disabilities and the late billing is a result of a reasonable accommodation granted to the family by the receiving DHA.

Monthly Billing Payments [24 CFR 982.355(e), Notice PIH 2004-12]

If the receiving PHA is administering the family’s voucher, the initial PHA is responsible for making billing payments in a timely manner. The first billing amount is due within 30 calendar days after the initial PHA receives Part II of form HUD-52665 from the receiving PHA. Subsequent payments must be received by the receiving PHA no later than the fifth business day of each month. The payments must be provided in a form and manner that the receiving PHA is able and willing to accept.

The initial PHA may not terminate or delay making payments under existing portability billing arrangements as a result of over-leasing or funding shortfalls. DHA must manage its tenant-based program in a manner that ensures that it has the financial ability to provide assistance for families that move out of its jurisdiction under portability and are not absorbed by receiving PHAs as well as for families that remain within its jurisdiction.
DHA Policy

The initial PHA will utilize direct deposit to ensure that the payment is received by the deadline unless the receiving PHA notifies the initial PHA that direct deposit is not acceptable to them.

Annual Updates of Form HUD-50058

If the initial PHA is being billed on behalf of a portable family, it should receive an updated form HUD-50058 each year from the receiving PHA. If the initial PHA fails to receive an updated 50058 by the family’s annual reexamination date, the initial PHA should contact the receiving PHA to verify the status of the family.

Subsequent Family Moves

Within the Receiving PHA’s Jurisdiction [24 CFR 314(e)(1), Notice PIH 2005-1]

The initial PHA has the authority to deny subsequent moves by portable families whom it is assisting under portability billing arrangements if it does not have sufficient funding for continued assistance.

DHA Policy

If DHA determines that it must deny moves on the grounds that it lacks sufficient funding (see section 10-I.B), it will notify all receiving PHAs with which it has entered into portability billing arrangements that they, too, must deny moves to higher cost units by portable families from DHA’s jurisdiction.

DHA will allow exceptions to this policy for purposes of reasonable accommodation of a family member who is a person with disabilities.

Outside the Receiving PHA’s Jurisdiction [Notice PIH 2004-12]

If the initial PHA is assisting a portable family under a billing arrangement and the family subsequently decides to move out of the receiving PHA’s jurisdiction, the initial PHA is responsible for issuing the family a voucher while the family is either being assisted or has a voucher from the receiving PHA and, if the family wishes to port to another jurisdiction, sending form HUD-52665 and supporting documentation to the new receiving PHA. Any extensions of the initial PHA voucher necessary to allow the family additional search-time to return to the initial PHA’s jurisdiction or to move to another jurisdiction would be at the discretion of the initial PHA.

Denial or Termination of Assistance [24 CFR 982.355(c)(9)]

If the initial PHA has grounds for denying or terminating assistance for a portable family that has not been absorbed by the receiving PHA, the initial PHA may act on those grounds at any time. (For DHA policies on denial and termination, see Chapters 3 and 12, respectively.)
10-II.C. RECEIVING PHA ROLE

If a family has a right to lease a unit in the receiving PHA’s jurisdiction under portability, the receiving PHA must provide assistance for the family [24 CFR 982.355(10)].

The receiving PHA’s procedures and preferences for selection among eligible applicants do not apply, and the receiving PHA’s waiting list is not used [24 CFR 982.355(10)]. However, the family’s unit, or voucher, size is determined in accordance with the subsidy standards of the receiving PHA [24 CFR 982.355(7)], and the amount of the family’s housing assistance payment is determined in the same manner as for other families in the receiving PHA’s voucher program [24 CFR 982.355(e)(2)].

**Initial Contact with Family**

When a family moves into DHA’s jurisdiction under portability, the family is responsible for promptly contacting DHA and complying with DHA’s procedures for incoming portable families [24 CFR 982.355(c)(3)].

If the voucher issued to the family by the initial PHA has expired, the receiving PDHA does not process the family’s paperwork but instead refers the family back to the initial PHA [Notice PIH 2004-12].

When a portable family requests assistance from the receiving PHA, the receiving PHA must promptly inform the initial PHA whether the receiving PHA will bill the initial PHA for assistance on behalf of the portable family or will absorb the family into its own program [24 CFR 982.355(c)(5)]. If DHA initially bills the initial PHA for the family’s assistance, it may later decide to absorb the family into its own program [Notice PIH 2004-12]. (See later under “Absorbing a Portable Family” for more on this topic.)

**DHA Policy**

Within 10 business days after a portable family requests assistance, the receiving PHA will notify the initial PHA whether it intends to bill the receiving PHA on behalf of the portable family or absorb the family into its own program.

If for any reason the receiving PHA refuses to process or provide assistance to a family under the portability procedures, the family must be given the opportunity for an informal review or hearing [Notice PIH 2004-12]. (For more on this topic, see later under “Denial or Termination of Assistance.”)

**Briefing**

HUD allows the receiving PHA to require a briefing for an incoming portable family as long as the requirement does not unduly delay the family’s search [Notice PIH 2004-12].

**DHA Policy**

DHA will not require the family to attend a briefing. DHA will provide the family with a briefing packet (as described in Chapter 5) and, in an individual briefing, will orally inform the family about DHA’s payment and subsidy standards, procedures for requesting approval of a unit, the unit inspection process, and the leasing process. DHA will suggest that the family attend a full briefing at a later date.
Income Eligibility and Reexamination

HUD allows the receiving PHA to conduct its own income reexamination of a portable family [24 CFR 982.355(c)(4)]. However, the receiving PHA may not delay voucher issuance or unit approval until the reexamination process is complete unless the reexamination is necessary to determine that an applicant family is income eligible for admission to the program in the area where the family wishes to lease a unit [Notice PIH 2004-12, 24 CFR 982.201(b)(4)]. The receiving PHA does not re-determine income eligibility for a portable family that was already receiving assistance in the initial PHA’s voucher program [24 CFR 982.355(c)(1)].

DHA Policy

For any family moving into its jurisdiction under portability, DHA will conduct a new reexamination of family income and composition. However, DHA will not delay issuing the family a voucher for this reason. Nor will DHA delay approving a unit for the family until the reexamination process is complete unless the family is an applicant and DHA cannot otherwise confirm that the family is income eligible for admission to the program in the area where the unit is located.

In conducting its own reexamination, DHA will rely upon any verifications provided by the initial PHA to the extent that they (a) accurately reflect the family’s current circumstances and (b) were obtained within the last 120 days. Any new information may be verified by documents provided by the family and adjusted, if necessary, when third party verification is received.

Voucher Issuance

When a family moves into its jurisdiction under portability, the receiving PHA is required to issue the family a voucher [24 CFR 982.355(b)(6)]. The family must submit a request for tenancy approval to the receiving PHA during the term of the receiving PHA’s voucher [24 CFR 982.355(c)(6)].

Timing of Voucher Issuance

HUD expects the receiving PHA to issue the voucher within two weeks after receiving the family’s paperwork from the initial PHA if the information is in order, the family has contacted the receiving PHA, and the family complies with the receiving PHA’s procedures [Notice PIH 2004-12].

DHA Policy

When a family ports into its jurisdiction, DHA will issue the family a voucher based on the paperwork provided by the initial PHA unless the family’s paperwork from the initial PHA is incomplete, the family’s voucher from the initial PHA has expired or the family does not comply with DHA’s procedures. DHA will update the family’s information when verification has been completed.

Voucher Term

The term of the receiving PHA’s voucher may not expire before the term of the initial PHA’s voucher [24 CFR 982.355(c)(6)].
DHA Policy
The receiving PHA’s voucher will expire on the same date as the initial PHA’s voucher.

Voucher Extensions [24 CFR 982.355(c)(6), Notice 2004-12]
The receiving PHA may provide additional search time to the family beyond the expiration date of the initial PHA’s voucher; however, if it does so, it must inform the initial PHA of the extension. It must also bear in mind the billing deadline provided by the initial PHA. Unless willing and able to absorb the family, the receiving PHA should ensure that any voucher expiration date would leave sufficient time to process a request for tenancy approval, execute a HAP contract, and deliver the initial billing to the initial PHA.

DHA Policy
DHA generally will not extend the term of the voucher that it issues to an incoming portable family unless DHA plans to absorb the family into its own program, in which case it will follow the policies on voucher extension set forth in section 5-II.E.

DHA will consider an exception to this policy as a reasonable accommodation to a person with disabilities (see Chapter 2).

Notifying the Initial PHA
The receiving PHA must promptly notify the initial PHA if the family has leased an eligible unit under the program or if the family fails to submit a request for tenancy approval for an eligible unit within the term of the receiving PHA’s voucher [24 CFR 982.355(c)(8)]. The receiving PHA is required to use Part II of form HUD-52665, Family Portability Information, for this purpose [24 CFR 982.355(e)(5), Notice PIH 2004-12]. (For more on this topic and the deadline for notification, see below under “Administering a Portable Family’s Voucher.”)

If an incoming portable family ultimately decides not to lease in the jurisdiction of the receiving PHA but instead wishes to return to the initial PHA’s jurisdiction or to search in another jurisdiction, the receiving PHA must refer the family back to the initial PHA. In such a case the voucher of record for the family is once again the voucher originally issued by the initial PHA. Any extension of search time provided by the receiving PHA’s voucher is only valid for the family’s search in the receiving PHA’s jurisdiction. [Notice PIH 2004-12]

Administering a Portable Family’s Voucher

Initial Billing Deadline
If a portable family’s search for a unit is successful and the receiving PHA intends to administer the family’s voucher, the receiving PHA must submit its initial billing notice (Part II of form HUD-52665) (a) no later than 10 business days following the date the receiving PHA executes a HAP contract on behalf of the family and (b) in time that the notice will be received no later than 60 days following the expiration date of the family’s voucher issued by the initial PHA [Notice PIH 2004-12]. A copy of the family’s form HUD-50058, Family Report, completed by the receiving PHA must be attached to the initial billing notice. The receiving PHA may send these documents by mail, fax, or e-mail.
DHA Policy

DHA will send its initial billing notice by fax or e-mail, if necessary, to meet the billing deadline but will also send the notice by regular mail.

If the receiving PHA fails to send the initial billing within 10 business days following the date the HAP contract is executed, it is required to absorb the family into its own program unless (a) the initial PHA is willing to accept the late submission or (b) HUD requires the initial PHA to honor the late submission (e.g., because the receiving PHA is over-leased) [Notice PIH 2004-12].

Ongoing Notification Responsibilities [Notice PIH 2004-12, HUD-52665]

Annual Reexamination. The receiving PHA must send the initial PHA a copy of a portable family’s updated form HUD-50058 after each annual reexamination for the duration of time the receiving PHA is billing the initial PHA on behalf of the family, regardless of whether there is a change in the billing amount.

DHA Policy

DHA will send a copy of the updated HUD-50058 by regular mail at the same time DHA and owner are notified of the reexamination results.

Change in Billing Amount. The receiving PHA is required to notify the initial PHA, using form HUD-52665, of any change in the billing amount for the family as a result of:

- A change in the HAP amount (because of a reexamination, a change in the applicable payment standard, a move to another unit, etc.)
- An abatement or subsequent resumption of the HAP payments
- Termination of the HAP contract
- Payment of a damage/vacancy loss claim for the family
- Termination of the family from the program

The timing of the notice of the change in the billing amount should correspond with the notification to the owner and the family in order to provide the initial PHA with advance notice of the change. Under no circumstances should the notification be later than 10 business days following the effective date of the change in the billing amount.

Late Payments [Notice PIH 2004-12]

If the initial PHA fails to make a monthly payment for a portable family by the fifth business day of the month, the receiving PHA must promptly notify the initial PHA in writing of the deficiency. The notice must identify the family, the amount of the billing payment, the date the billing payment was due, and the date the billing payment was received (if it arrived late). The receiving PHA must send a copy of the notification to the Office of Public Housing (OPH) in the HUD area office with jurisdiction over the receiving PHA. If the initial PHA fails to correct the problem by the second month following the notification, the receiving PHA may request by memorandum to the director of the OPH with jurisdiction over the receiving PHA that HUD
transfer the unit in question. A copy of the initial notification and any subsequent correspondence between DHA on the matter must be attached. The receiving PHA must send a copy of the memorandum to the initial PHA. If the OPH decides to grant the transfer, the billing arrangement on behalf of the family ceases with the transfer, but the initial PHA is still responsible for any outstanding payments due to the receiving PHA.

**Overpayments [Notice PIH 2004-12]**

In all cases where the receiving PHA has received billing payments for billing arrangements no longer in effect, the receiving PHA is responsible for returning the full amount of the overpayment (including the portion provided for administrative fees) to the initial PHA.

In the event that HUD determines billing payments have continued for at least three months because the receiving PHA failed to notify the initial PHA that the billing arrangement was terminated, the receiving PHA must take the following steps:

- Return the full amount of the overpayment, including the portion provided for administrative fees, to the initial PHA.
- Once full payment has been returned, notify the Office of Public Housing in the HUD area office with jurisdiction over the receiving PHA of the date and the amount of reimbursement to the initial PHA.

At HUD’s discretion, the receiving PHA will be subject to the sanctions spelled out in Notice PIH 2004-12.

**Denial or Termination of Assistance**

At any time, the receiving PHA may make a determination to deny or terminate assistance to a portable family for family action or inaction [24 CFR 982.355(c)(9), 24 CFR 982.355(c)(10)].

In the case of a termination, DHA should provide adequate notice of the effective date to the initial PHA to avoid having to return a payment. In no event should the receiving PHA fail to notify the initial PHA later than 10 business days following the effective date of the termination of the billing arrangement. [Notice PIH 2004-12]

**DHA Policy**

If DHA elects to deny or terminate assistance for a portable family, DHA will notify the initial PHA within 10 business days after the informal review or hearing if the denial or termination is upheld. DHA will base its denial or termination decision on the policies set forth in Chapter 3 or Chapter 12, respectively. The informal review or hearing will be held in accordance with the policies in Chapter 16. The receiving PHA will furnish the initial PHA with a copy of the review or hearing decision.

**Absorbing a Portable Family**

The receiving PHA may absorb an incoming portable family into its own program when DHA executes a HAP contract on behalf of the family or at any time thereafter providing that (a) DHA has funding available under its annual contributions contract (ACC) and (b) absorbing the family will not result in over-leasing [24 CFR 982.355(d)(1), Notice PIH 2004-12].
If the receiving PHA absorbs a family from the point of admission, the admission will be counted against the income targeting obligation of the receiving PHA [24 CFR 982.201(b)(2)(vii)].

If the receiving PHA absorbs a family after providing assistance for the family under a billing arrangement with the initial PHA, HUD encourages the receiving PHA to provide adequate advance notice to the initial PHA to avoid having to return an overpayment. The receiving PHA must specify the effective date of the absorption of the family. [Notice PIH 2004-12]

**DHA Policy**

If DHA decides to absorb a portable family upon the execution of a HAP contract on behalf of the family, DHA will notify the initial PHA by the initial billing deadline specified on form HUD-52665. The effective date of the HAP contract will be the effective date of the absorption.

If DHA decides to absorb a family after that, it will provide the initial PHA with 30 days’ advance notice.

Following the absorption of an incoming portable family, the family is assisted with funds available under the consolidated ACC for the receiving PHA’s voucher program [24 CFR 982.355(d)], and the receiving PHA becomes the initial PHA in any subsequent moves by the family under portability.
Chapter 11

REEXAMINATIONS

INTRODUCTION
DHA is required to reexamine each family’s income and composition at least annually, and to adjust the family’s level of assistance accordingly. Interim reexaminations are also needed in certain situations. This chapter discusses both annual and interim reexaminations, and the recalculation of family share and subsidy that occurs as a result. HUD regulations and DHA policies concerning reexaminations are presented in three parts:

Part I: Annual Reexaminations. This part discusses the process for conducting annual reexaminations.

Part II: Interim Reexaminations. This part details the requirements for families to report changes in family income and composition between annual reexaminations.

Part III: Recalculating Family Share and Subsidy Amount. This part discusses the recalculation of family share and subsidy amounts based on the results of annual and interim reexaminations.

Policies governing reasonable accommodation, family privacy, required family cooperation, and program abuse, as described elsewhere in this plan, apply to both annual and interim reexaminations.

PART I: ANNUAL REEXAMINATIONS [24 CFR 982.516]

11-I.A. OVERVIEW
DHA must conduct a reexamination of family income and composition at least annually. This includes gathering and verifying current information about family composition, income, and expenses. Based on this updated information, the family’s income and rent must be recalculated. This part discusses the schedule for annual reexaminations, the information to be collected and verified, and annual reexamination effective dates.

11-I.B. SCHEDULING ANNUAL REEXAMINATIONS
DHA must establish a policy to ensure that the annual reexamination for each family is completed within a 12-month period, and may require reexaminations more frequently [HCV GB p. 12-1].

DHA Policy
DHA will begin the annual reexamination process 120 days in advance of its scheduled effective date. Generally, DHA will schedule annual reexamination effective dates to coincide with the family’s anniversary date.
Anniversary date is defined as 12 months from the effective date of the family’s last annual reexamination or, during a family’s first year in the program, from the effective date of the family’s initial examination (admission).
If the family moves to a new unit, DHA will perform a new annual reexamination.

DHA also may schedule an annual reexamination for completion prior to the anniversary date for administrative purposes.

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Notification of and Participation in the Annual Reexamination Process
DHA is required to obtain the information needed to conduct annual reexaminations. How that information will be collected is left to the discretion of DHA.

DHA Policy
Families generally are required to participate in an annual reexamination interview, which must be attended by the head of household, spouse, or co-head. If participation in an in-person interview poses a hardship because of a family member’s disability, the family should contact DHA to request a reasonable accommodation (see Chapter 2).
Notification of annual reexamination interviews will be sent by first-class mail and will contain the date, time, and location of the interview. In addition, it will inform the family of the information and documentation that must be brought to the interview.

If the family is unable to attend a scheduled interview, the family should contact DHA in advance of the interview to schedule a new appointment. If a family does not
attend the scheduled interview, DHA will send a second notification with a new interview appointment time.

If a family fails to attend two scheduled interviews without DHA approval, or if the notice is returned by the post office with no forwarding address, a notice of termination (see Chapter 12) will be sent to the family’s address of record, and to any alternate address provided in the family’s file.

An advocate, interpreter, or other assistant may assist the family in the interview process. The family and DHA must execute a certification attesting to the role and assistance of any such third party.

At the discretion of DHA, annual re-examinations will be conducted by mail. Notification of the annual re-examination will be sent by first class mail and will inform the family of the information and documentation that must be provided to DHA, and the deadline for providing it. Documents will be accepted by mail or in person. Should the family fail to comply, DHA will send a notice of termination in accordance with the policies contained in Chapter 12.

11-I.C. CONDUCTING ANNUAL REEXAMINATIONS
As part of the annual reexamination process, families are required to provide updated information to DHA regarding the family’s income, expenses, and composition [24 CFR 982.551(b)].

DHA Policy
Families will be asked to bring all required information (as described in the reexamination notice) to the reexamination appointment. The required information will include a DHA-designated reexamination form, an Authorization for the Release of Information/Privacy Act Notice, as well as supporting documentation related to the family’s income, expenses, and family composition.

Any required documents or information that the family is unable to provide at the time of the interview must be provided within 10 business days of the interview. If the family is unable to obtain the information or materials within the required time frame, the family may request an extension.

If the family does not provide the required documents or information within the required time frame (plus any extensions), the family will be sent a notice of termination (See Chapter 12).

The information provided by the family generally must be verified in accordance with the policies in Chapter 7. Unless the family reports a change, or the agency has reason to believe a change has occurred in information previously reported by the family, certain types of information that are verified at admission typically do not need to be re-verified on an annual basis. These include:
- Legal identity
- Age
- Social security numbers
- A person’s disability status
- Citizenship or immigration status

If adding a new family member to the unit causes overcrowding according to the Housing Quality Standards (HQS) (see Chapter 8), DHA must issue the family a new voucher, and the family and DHA must try to find an acceptable unit as soon as possible. If an acceptable unit is available for rental by the family, DHA must terminate the HAP contract in accordance with its terms [24 CFR 982.403].

**11-I.D. DETERMINING ONGOING ELIGIBILITY OF CERTAIN STUDENTS**

[24 CFR 982.552(b)(5)]

Section 327 of Public Law 109-115 established new restrictions on the ongoing eligibility of certain students (both part- and full-time) who are enrolled in institutions of higher education.

If a student enrolled in an institution of higher education is under the age of 24, is not a veteran, is not married, does not have a dependent child, and is not a person with disabilities receiving HCV assistance as of November 30, 2005, the student’s eligibility must be reexamined along with the income eligibility of the student’s parents on an annual basis. In these cases, both the student and the student’s parents must be income eligible for the student to continue to receive HCV assistance. If, however, a student in these circumstances is determined independent from his or her parents in accordance with DHA policy, the income of the student’s parents will not be considered in determining the student’s ongoing eligibility.

Students who reside with parents in an HCV assisted unit are not subject to this provision. It is limited to students who are receiving assistance on their own, separately from their parents.

**DHA Policy**

During the annual reexamination process, DHA will determine the ongoing eligibility of each student who is subject to the eligibility restrictions in 24 CFR 5.612 by reviewing the student’s individual income as well as the income of the student’s parents. If the student has been determined “independent” from his/her parents based on the policies in Sections 3-II.E and 7-II.E, the parents’ income will not be reviewed.

If the student is no longer income eligible based on his/her own income or the income of his/her parents, the student’s assistance will be terminated in accordance with the policies in Section 12-I.D.

If the student continues to be income eligible based on his/her own income and the income of his/her parents (if applicable), DHA will process a reexamination in...
accordance with the policies in this chapter.

11-I.E. EFFECTIVE DATES
DHA must establish policies concerning the effective date of changes that result from an annual reexamination [24 CFR 982.516].

DHA Policy
In general, an increase in the family share of the rent that results from an annual reexamination will take effect on the family’s anniversary date, and the family will be notified at least 30 days in advance.

If less than 30 days remain before the scheduled effective date, the increase will take effect on the first of the month following the end of the 30-day notice period.

If a family moves to a new unit, the increase will take effect on the effective date of the new lease and HAP contract, and no 30-day notice is required.

If DHA chooses to schedule an annual reexamination for completion prior to the family’s anniversary date for administrative purposes, the effective date will be determined by DHA, but will always allow for the 30-day notice period.

If the family causes a delay in processing the annual reexamination, increases in the family share of the rent will be applied retroactively, to the scheduled effective date of the annual reexamination. The family will be responsible for any overpaid subsidy and may be offered a repayment agreement in accordance with the policies in Chapter 16.

In general, a decrease in the family share of the rent that results from an annual reexamination will take effect on the family’s anniversary date.

If a family moves to a new unit, the decrease will take effect on the effective date of the new lease and HAP contract.

If DHA chooses to schedule an annual reexamination for completion prior to the family’s anniversary date for administrative purposes, the effective date will be determined by DHA.
If the family causes a delay in processing the annual reexamination, decreases in the family share of the rent will be applied prospectively, from the first day of the month following completion of the reexamination processing.

Delays in reexamination processing are considered to be caused by the family if the family fails to provide information requested by DHA by the date specified, and this delay prevents DHA from completing the reexamination as scheduled.
PART II: INTERIM REEXAMINATIONS [24 CFR 982.516]

11-II.A. OVERVIEW
Family circumstances may change throughout the period between annual reexaminations. HUD and DHA policies dictate what kinds of information about changes in family circumstances must be reported, and under what circumstances DHA must process interim reexaminations to reflect those changes. HUD regulations also permit DHA to conduct interim reexaminations of income or family composition at any time. When an interim reexamination is conducted, only those factors that have changed are verified and adjusted [HCV GB, p. 12-10].

In addition to specifying what information the family must report, HUD regulations permit the family to request an interim determination if other aspects of the family’s income or composition changes. DHA must complete the interim reexamination within a reasonable time after the family’s request.

This part includes HUD and DHA policies describing what changes families are required to report, what changes families may choose to report, and how DHA will process both DHA- and family-initiated interim reexaminations.

11-II.B. CHANGES IN FAMILY AND HOUSEHOLD COMPOSITION
DHA must adopt policies prescribing when and under what conditions the family must report changes in family composition. However, due to family obligations under the program, DHA has limited discretion in this area.

DHA Policy
DHA will conduct interim reexaminations to account for any changes in household composition that occur between annual reexaminations.

Generally, the family will not be required to attend an interview for an interim reexamination. However, if the HCV Specialist determines that an interview is warranted, the family may be required to attend.

After all required information is obtained, the HCV Specialist will process the interim reexamination in the computer system. The family’s record will be checked in the PIC system to ensure that a current annual re-examination and HQS inspection within the last 12 months is reflected. If PIC reflects a late re-examination and/or late HQS inspection older than 12 months, the interim shall be coded as an annual re-examination and the HQS inspections will be scheduled. The Specialist will correct the record and file if necessary.

New Family Members Not Requiring Approval
The addition of a family member as a result of birth, adoption, or court-awarded custody does not require DHA approval. However, the family is required to promptly notify DHA of the addition [24 CFR 982.551(h)(2)].
DHA Policy
The family must inform DHA of the birth, adoption or court-awarded custody of a child within 10 business days.

New Family and Household Members Requiring Approval

With the exception of children who join the family as a result of birth, adoption, or court-awarded custody, a family must request DHA approval to add a new family member [24 CFR 982.551(h)(2)] or other household member (live-in aide or foster child) [24 CFR 982.551(h)(4)]. When any new family member is added, DHA must conduct a reexamination to determine any new income or deductions associated with the additional family member, and to make appropriate adjustments in the family share of the rent and the HAP payment [24 CFR 982.516(e)].

If a change in family size causes a violation of Housing Quality Standards (HQS) space standards (see Chapter 8), DHA must issue the family a new voucher, and the family and DHA must try to find an acceptable unit as soon as possible. If an acceptable unit is available for rental by the family, DHA must terminate the HAP contract in accordance with its terms [24 CFR 982.403].

DHA Policy
Families must request DHA approval to add a new family member, live-in aide, foster child, or foster adult. This includes any person not on the lease who is expected to stay in the unit for more than 30 consecutive days, or 90 cumulative days, within a twelve month period, and therefore no longer qualifies as a “guest.” Requests must be made in writing and approved by DHA prior to the individual moving in the unit.

DHA will not approve the addition of a new family or household member unless the individual meets DHA’s eligibility criteria (see Chapter 3).

DHA will not approve the addition of a foster child or foster adult if it will cause a violation of HQS space standards.

If DHA determines an individual meets DHA’s eligibility criteria as defined in Chapter 3, DHA will provide written approval to the family. If the approval of a new family member or live-in aide will cause overcrowding according to HQS standards, the approval letter will explain that the family will be issued another voucher and will be required to move.

If DHA determines that an individual does not meet DHA’s eligibility criteria as defined in Chapter 3, DHA will notify the family in writing of its decision to deny approval of the new family or household member and the reasons for the denial.

DHA will make its determination within 10 business days of receiving all information required to verify the individual’s eligibility.
**Departure of a Family or Household Member**

Families must promptly notify DHA if any family member no longer lives in the unit [24 CFR 982.551(h)(3)]. Because household members are considered when determining the family unit (voucher) size [24 CFR 982.402], DHA also needs to know when any live-in aide, foster child, or foster adult ceases to reside in the unit.

**DHA Policy**

If a household member ceases to reside in the unit, the family must inform DHA within 10 business days. This requirement also applies to a family member who has been considered temporarily absent at the point that the family concludes the individual is permanently absent.

If a live-in aide, foster child, or foster adult ceases to reside in the unit, the family must inform DHA within 10 business days.

For all intents and purposes of this plan, notice is submitted in writing and received by DHA and the owner within 10 business days of the occurrence.

**11-II.C. CHANGES AFFECTING INCOME OR EXPENSES**

Interim reexaminations can be scheduled either because DHA has reason to believe that changes in income or expenses may have occurred, or because the family reports a change.

When a family reports a change, DHA may take different actions depending on whether the family reported the change voluntarily, or because it was required to do so.

**DHA-Initiated Interim Reexaminations**

DHA-initiated interim reexaminations are those that are scheduled based on circumstances or criteria defined by DHA. They are not scheduled because of changes reported by the family.

**DHA Policy**

DHA will conduct interim reexaminations in each of the following instances:

- For families receiving the Earned Income Disallowance (EID), DHA will conduct an interim reexamination at the start and conclusion of the second 12 month exclusion period (50 percent Phase-in period).

- If the family has reported zero income, DHA will conduct an interim reexamination every 3 months as long as the family continues to report that they have no income.

- If at the time of the annual reexamination, it is not feasible to anticipate a level of income for the next 12 months (e.g. seasonal or cyclic income), DHA will schedule an interim reexamination to coincide with the end of the period for which it is feasible to project income.

If at the time of the annual reexamination, tenant-provided documents were used...
on a provisional basis due to the lack of third-party verification, and third-party verification becomes available, DHA will conduct an interim reexamination.

If the family reports an increase in income, DHA will conduct an interim reexamination at that time. If the interim results in an increase in the tenant’s share, that increase will become effective in accordance with the date of the actual increase, not the next annual re-examination.

If the interim results in an increase in the tenant’s share due to the fault of DHA, the participant shall be entitled to 30 day written advanced notification of the change.

DHA may conduct an interim reexamination at any time in order to correct an error in a previous reexamination, or to investigate a tenant fraud complaint.

**Family-Initiated Interim Reexaminations**

DHA must adopt policies prescribing when and under what conditions the family must report changes in family income or expenses [24 CFR 982.516(c)]. In addition, HUD regulations require that the family be permitted to obtain an interim reexamination any time the family has experienced a change in circumstances since the last determination [24 CFR 982.516(b)(2)].

**Required Reporting**

HUD regulations give DHA the freedom to determine the circumstances under which families will be required to report changes affecting income.

**DHA Policy**

Families are required to report all increases in income, including new employment, increases in benefit income (i.e. SSI, SS, Unemployment, VA benefits) within 10 business days of the date the change takes effect.

DHA will only conduct interim reexaminations for families that qualify for the earned income disallowance (EID), and only when the EID family’s share of rent will change as a result of the increase. In all other cases, DHA will note the information in the tenant file, but will not conduct an interim reexamination.

DHA will conduct an interim for families who participate in the Family Self-Sufficiency Program, and the increased income results in the accrual of escrow.

**Optional Reporting**

The family may request an interim reexamination any time the family has experienced a change in circumstances since the last determination [24 CFR 982.516(b)(2)]. DHA must process the request if the family reports a change that will result in a reduced family income [HCV GB, p. 12-9].
If a family reports a decrease in income from the loss of welfare benefits due to fraud or non-compliance with a welfare agency requirement to participate in an economic self-sufficiency program, the family’s share of the rent will not be reduced [24 CFR 5.615]. For more information regarding the requirement to impute welfare income see Chapter 6.

**DHA Policy**

If a family reports a change that it was not required to report and that would result in an increase in the family share of the rent, DHA will note the information in the tenant file, but will not conduct an interim reexamination.

If a family reports a change that it was not required to report and that would result in a decrease in the family share of rent, DHA will conduct an interim reexamination. See Section 11-II.D. for effective dates.

Families may report changes in income or expenses at any time.

**11-II.D. PROCESSING THE INTERIM REEXAMINATION**

**Method of Reporting**

**DHA Policy**

The family may notify DHA of changes either orally or in writing. If the family provides oral notice, DHA may also require the family to submit the changes in writing.

Generally, the family will not be required to attend an interview for an interim reexamination. However, if DHA determines that an interview is warranted, the family may be required to attend.

Families are required to report an Interim for the following reasons:

1.) If the participant reports a loss or increase of income which reflects a change in the Housing Assistance Payment,

2.) If the participant and household member has reported no income at the initial or Annual Recertification,

3.) The Head of Household gets married or adds a family member.

Based on the type of change reported, DHA will determine the documentation the family will be required to submit. The family must submit any required information or documents within 10 business days of receiving a request from DHA. This time frame may be extended for good cause with DHA approval. DHA will accept required documentation by mail, by fax, or in person.
Effective Dates
DHA must establish the time frames in which any changes that result from an interim reexamination will take effect [24 CFR 982.516(d)]. The changes may be applied either retroactively or prospectively, depending on whether there is to be an increase or a decrease in the family share of the rent, and whether the family reported any required information within the required time frames [HCV GB, p. 12-10].

DHA Policy
If the family share of the rent is to increase:

The increase generally will be effective on the first of the month following 30 days’ notice to the family.

If a family fails to report a change within the required time frames, or fails to provide all required information within the required time frames, the increase will be applied retroactively, to the date it would have been effective had the information been provided on a timely basis. The family will be responsible for any overpaid subsidy and may be offered a repayment agreement in accordance with the policies in Chapter 16.

If the family share of the rent is to decrease:

The decrease will be effective on the first day of the month following the month in which the change was reported and all required documentation was submitted.

In cases where the change cannot be verified until after the date the change would have become effective, the change will be made retroactively.

PART III: RECALCULATING FAMILY SHARE AND SUBSIDY AMOUNT

11-III.A. OVERVIEW
After gathering and verifying required information for an annual or interim reexamination, DHA must recalculate the family share of the rent and the subsidy amount, and notify the family and owner of the changes [24 CFR 982.516(d)(2), HCV 12-6 and 12-10]. While the basic policies that govern these calculations are provided in Chapter 6, this part lays out policies that affect these calculations during a reexamination.

11-III.B. CHANGES IN PAYMENT STANDARDS AND UTILITY ALLOWANCES
In order to calculate the family share of the rent and HAP amount correctly, changes in payment standards, subsidy standards, or utility allowances may need to be updated and included in DHA’s calculations.

Specific policies governing how subsidy standards, payment standards, and utility allowances are applied are discussed below.
Payment Standards [24 CFR 982.505]
The family share of the rent and HAP calculations must use the correct payment standard for the family, taking into consideration the family unit size, the size of unit, and the area in which the unit is located [HCV GB, p. 12-5]. See Chapter 6 for information on how to select the appropriate payment standard.

When DHA changes its payment standards or the family’s situation changes, new payment standards are applied at the following times:

- If DHA’s payment standard amount changes during the term of the HAP contract, the date on which the new standard is applied depends on whether the standard has increased or decreased:
  - If the payment standard amount has increased, the increased payment standard will be applied at the first annual reexamination following the effective date of the increase in the payment standard.
  - If the payment standard amount has decreased, the decreased payment standard will be applied at the second annual reexamination following the effective date of the decrease in the payment standard.

- If the family moves to a new unit, or a new HAP contract is executed due to changes in the lease (even if the family remains in place) the current payment standard applicable to the family will be used when the new HAP contract is processed.

Subsidy Standards [24 CFR 982.505(c)(4)]
If there is a change in the family unit size that would apply to a family during the HAP contract term, either due to a change in family composition, or a change in DHA’s subsidy standards (see Chapter 5), the new family unit size must be used to determine the payment standard amount for the family at the family’s first annual reexamination following the change in family unit size.

Utility Allowances [24 CFR 982.517(d)]
The family share of the rent and HAP calculations must reflect any changes in the family’s utility arrangement with the owner, or in DHA’s utility allowance schedule [HCV GB, p. 12-5]. Chapter 16 discusses how utility allowance schedules are established.

When there are changes in the utility arrangement with the owner, DHA must use the utility allowances in effect at the time the new lease and HAP contract are executed.

At reexamination, DHA must use DHA current utility allowance schedule [24 CFR 982.517(d)(2)].

DHA Policy
Revised utility allowances will be applied to a family’s rent and subsidy calculations at the first annual reexamination after the allowance is adopted.

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11-III.C. NOTIFICATION OF NEW FAMILY SHARE AND HAP AMOUNT
DHA must notify the owner and family of any changes in the amount of the HAP payment [HUD-52641, HAP Contract]. The notice must include the following information [HCV GB, p. 12-6]:

- The amount and effective date of the new HAP payment
- The amount and effective date of the new family share of the rent
- The amount and effective date of the new tenant rent to owner

The family must be given an opportunity for an informal hearing regarding DHA’s determination of their annual or adjusted income, and the use of such income to compute the housing assistance payment [24 CFR 982.555(a)(1)(i)] (see Chapter 16).

DHA Policy
The notice to the family will include the annual and adjusted income amounts that were used to calculate the family share of the rent and the housing assistance payment. The notice also will state the procedures for requesting an informal hearing.

11-III.D. DISCREPANCIES
During an annual or interim reexamination, DHA may discover that information previously reported by the family was in error, or that the family intentionally misrepresented information.

In addition, DHA may discover errors made by DHA. When errors resulting in the overpayment or underpayment of subsidy are discovered, corrections will be made in accordance with the policies in Chapter 13.
Chapter 12

TERMINATION OF ASSISTANCE AND TENANCY

HUD regulations specify the reasons for which a DHA can terminate a family’s assistance, and the ways in which such terminations must take place. They also dictate the circumstances under which an owner may terminate the tenancy of an assisted family. This chapter presents the policies that govern voluntary and involuntary terminations of assistance, and termination of tenancy by the owner. It is presented in three parts:

Part I: Grounds for Termination of Assistance. This part discusses various reasons that a family’s assistance may be terminated, including voluntary termination by the family, termination because the family no longer qualifies to receive subsidy, and termination by DHA based on the family’s behavior.

Part II: Approach to Termination of Assistance. This part describes the policies that govern how an involuntary termination takes place. It specifies the alternatives that DHA may consider in lieu of termination, the criteria DHA must use when deciding what action to take, and the steps DHA must take when terminating a family’s assistance.

Part III: Termination of Tenancy by the Owner. This part presents the policies that govern the owner’s right to terminate an assisted tenancy.

PART I: GROUNDS FOR TERMINATION OF ASSISTANCE

12-I.A. OVERVIEW
HUD requires DHA to terminate assistance for certain offenses and when the family no longer requires assistance. HUD permits DHA to terminate assistance for certain other actions family members take or fail to take. In addition, a family may decide to stop receiving HCV assistance at any time by notifying DHA.

12-I.B. FAMILY NO LONGER REQUIRES ASSISTANCE [24 CFR 982.455]
As a family’s income increases, the amount of DHA subsidy goes down. If the amount of HCV assistance provided by DHA drops to zero and remains at zero for 180 consecutive calendar days the family's assistance terminates automatically.

DHA Policy
If a participating family receiving zero assistance experiences a change in circumstances that would cause the HAP payment to rise above zero, the family must notify DHA of the changed circumstances and request an interim reexamination before the expiration of the 180-day period.
Should the family fail to notify DHA, the assistance will terminate and DHA will not re-issue a voucher to the family, or process a re-examination.

12-I.C. FAMILY CHOoses TO TERMINATE ASSISTANCE
The family may request that DHA terminate the family's assistance at any time.

**DHA Policy**
The request to terminate assistance should be made in writing and signed by the head of household, spouse, or cohead. Before terminating the family’s assistance, DHA will follow the notice requirements in Section 12-II.F.

12-I.D. MANDATORY TERMINATION OF ASSISTANCE
HUD requires DHA to terminate assistance in the following circumstances.

DHA must terminate assistance whenever a family is evicted from a unit assisted under the HCV program for a serious or repeated violation of the lease. Incidents of actual or threatened violence, dating violence, or stalking may not be construed as serious or repeated violations of the lease by the victim or threatened victim of such violence or stalking.

**DHA Policy**
A family will be considered *evicted* if the family moves after a legal eviction order has been issued, whether or not physical enforcement of the order was necessary.

If a family moves after the owner has given the family an eviction notice for serious or repeated lease violations but before a legal eviction order has been issued, termination of assistance is not mandatory. However, DHA will determine whether the family has committed serious or repeated violations of the lease based on available evidence and may terminate assistance or take any of the alternative measures described in Section 12-II.C and other factors as described in Sections 12-II.E. Upon consideration of such alternatives and factors, DHA may, on a case-by-case basis, choose not to terminate assistance.

Serious and repeated lease violations will include, but not be limited to, nonpayment of rent, disturbance of neighbors, destruction of property, or living or housekeeping habits that cause damage to the unit or premises and criminal activity. Generally, the criteria to be used is whether the reason for the eviction was through no fault of the tenant or guests.

**Failure to Provide Consent [24 CFR 982.552(b)(3)]**
DHA must terminate assistance if any family member fails to sign and submit any consent form they are required to sign for a reexamination. See Chapter 7 for a complete discussion of consent requirements.

**Failure to Document Citizenship [24 CFR 982.552(b)(4) and [24 CFR 5.514(c)]]**
DHA must terminate assistance if (1) a family fails to submit required documentation within
the required timeframe concerning any family member’s citizenship or immigration status; (2) a family submits evidence of citizenship and eligible immigration status in a timely manner, but

United States Citizenship and Immigration Services (USCIS) primary and secondary verification does not verify eligible immigration status of the family; or (3) a family member, as determined by DHA, has knowingly permitted another individual who is not eligible for assistance to reside (on a permanent basis) in the unit.
For (3) above, such termination must be for a period of at least 24 months. This does not apply to ineligible non-citizens already in the household where the family’s assistance has been prorated. See Chapter 7 for a complete discussion of documentation requirements.

**Failure to Provide Social Security Documentation [24 CFR 5.218(c)]**
DHA must terminate assistance if a participant family fails to provide the documentation or certification required for any family member who obtains a social security number, joins the family, or reaches 6 years of age.

**Methamphetamine Manufacture or Production [24 CFR 982.553(b)(1)(ii)]**
DHA must terminate assistance if any household member has ever been convicted of the manufacture or production of methamphetamine on the premises of federally-assisted housing.

**Failure of Students to Meet Ongoing Eligibility Requirements [24 CFR 982.552(b)(5) and FR 4/10/06]**
If a student enrolled at an institution of higher education is under the age of 24, is not a veteran, is not married, does not have dependent children, is not residing with his/her parents in an HCV assisted household, and is not a person with disabilities receiving HCV assistance as of November 30, 2005, DHA must the terminate the student’s assistance if, at the time of reexamination, either the student’s income or the income of the student’s parents (if applicable) exceeds the applicable income limit.

If a participant household consists of both eligible and ineligible students, the eligible students shall not be terminated, but must be issued a voucher to move with continued assistance in accordance with program regulations and DHA policies, or must be given the opportunity to lease in place if the terminated ineligible student members elect to move out of the assisted unit.

**12-I.E. MANDATORY POLICIES AND OTHER AUTHORIZED TERMINATIONS**

**Mandatory Policies [24 CFR 982.553(b) and 982.551(l)]**
HUD requires DHA to establish policies that permit DHA to terminate assistance if DHA determines that:

- Any household member is currently engaged in any illegal use of a drug, or has a pattern of illegal drug use that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents
- Any household member’s abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents
Any household member has violated the family’s obligation not to engage in any drug-related criminal activity

Any household member has violated the family’s obligation not to engage in violent criminal activity

**Use of Illegal Drugs and Alcohol Abuse**

**DHA Policy**
DHA will terminate a family’s assistance if any household member is currently engaged in any illegal use of a drug, or has a pattern of illegal drug use that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.

DHA will terminate assistance if any household member’s abuse or pattern of abuse of alcohol threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or individuals in the community. DHA will also terminate when drug paraphernalia is found on one’s person, or in the assisted residence.

*Currently engaged in* is defined as any use of illegal drugs during the previous six months.

DHA will consider all credible evidence, including but not limited to, any record of arrests, convictions, or eviction of household members related to the use of illegal drugs or abuse of alcohol.

In making its decision to terminate assistance pursuant to the permissive termination activities described by Section 12-I.E, DHA will consider alternatives as described in Section 12-II.C and other factors described in Sections 12-II.D and 12-II.E. Upon consideration of such alternatives and factors, DHA may choose not to terminate assistance. The decision will be made on a case-by-case basis based on any aggravating or mitigating factors determined by DHA to be present.

**Drug-Related and Violent Criminal Activity [24 CFR 5.100]**

*Drug* means a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).

*Drug-related criminal activity* is defined by HUD as the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug.

*Violent criminal activity* means any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.
DHA Policy
DHA will terminate a family’s assistance if any household member has violated the family’s obligation not to engage in any drug-related or violent criminal activity during participation in the HCV program.
DHA will consider all credible evidence, including but not limited to, any record of arrests and/or convictions of household members related to drug-related or violent criminal activity, and any eviction or notice to evict based on drug-related or violent criminal activity.

In making its decision to terminate assistance, DHA will consider alternatives as described in Section 12-II.C and other factors described in Sections 12-II.D and 12-II.E. Upon consideration of such alternatives and factors, DHA may, on a case-by-case basis, choose not to terminate assistance.

Other Authorized Reasons for Termination of Assistance
[24 CFR 982.552(c), Pub.L. 109-162]

HUD permits DHA to terminate assistance under a number of other circumstances. It is left to the discretion of DHA whether such circumstances in general warrant consideration for the termination of assistance. The Violence Against Women Reauthorization Act of 2005 explicitly prohibits DHA from considering incidents or actual threatened domestic violence, dating violence, or stalking as reasons for terminating the assistance of a victim of such violence.

DHA Policy
DHA will not terminate a family’s assistance because of the family’s failure to meet its obligations under the Family Self-Sufficiency program.

DHA will terminate a family’s assistance if:

The family has failed to comply with any family obligations under the program. See Exhibit 12-1 for a listing of family obligations and related DHA policies.
Any family member has been evicted from federally-assisted housing in the last five years.
If DHA has ever terminated assistance under the program for any member of the family.
Any family member has committed 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 any DHA in connection with the HCV, Certificate, Moderate Rehabilitation or public housing programs.
The family has not reimbursed DHA for amounts DHA 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 has breached the terms of a repayment agreement entered into with DHA.
A family member has engaged in or threatened violent or abusive behavior toward DHA personnel.

A family member has engaged in any criminal activity that threatened the health, safety, or right to peaceful enjoyment of the premises by other residents or individuals within the community.

**Abusive or violent behavior towards DHA personnel** includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior.

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

DHA will review the background search, police reports and media articles concerning crime related problems involving Housing Choice Voucher Program participants. When adverse information relating to criminal activity is discovered, DHA will schedule an interview to confirm the information and provide a copy of the report to the participant prior to rendering a determination to terminate assistance.

In making its decision to terminate assistance, DHA will consider alternatives as described in Section 12-II.C and other factors described in Sections 12-II.D and 12-II.E. Upon consideration of such alternatives and factors, DHA may choose not to terminate assistance. The decision will be made on a case-by-case basis based on any aggravating or mitigating factors determined by DHA to be present.

**Family Absence from the Unit [24 CFR 982.312]**

The family may be absent from the unit for brief periods. DHA must establish a policy on how long the family may be absent from the assisted unit. However, the family may not be absent from the unit for a period of more than 180 consecutive calendar days for any reason. Absence in this context means that no member of the family is residing in the unit.

**DHA Policy**

If the family is absent from the unit for more than 180 consecutive calendar days, the family’s assistance will be terminated. Notice of termination will be sent in accordance with Section 12-II.E.

**Insufficient Funding [24 CFR 982.454]**

DHA may terminate HAP contracts if DHA determines, in accordance with HUD requirements, that funding under the consolidated ACC is insufficient to support continued assistance for families in the program.

**DHA Policy**

DHA will determine whether there is sufficient funding to pay for currently assisted families according to the policies in Part VIII of Chapter 16. If DHA determines there is a shortage of funding, prior to terminating any HAP contracts, DHA will determine...
if any other actions can be taken to reduce program costs. If after implementing all reasonable cost cutting measures there is not enough funding available to provide continued assistance for current participants, DHA will terminate HAP contracts as a last resort.

Prior to terminating any HAP contracts, DHA will inform the local HUD field office. DHA will terminate the minimum number needed in order to reduce HAP costs to a level within DHA’s annual budget authority.

If DHA must terminate HAP contracts due to insufficient funding, DHA will do so in accordance with the following criteria and instructions:

**Determination of Insufficient Funding**

Prior to issuing vouchers, DHA will determine whether it has sufficient funding in accordance with policies in Part VIII of Chapter 16.

24 CFR Part 982 and Notice PIK 2005-9, and 2005 Appropriation Act Conference Report language allows Public Housing Authorities the flexibility to take action to reduce cost in the Housing Choice Voucher Program to ensure the program’s solvency. DHA will determine whether there is adequate funding to issue vouchers, approve moves to higher cost units and areas, and continue subsidizing all current participants by comparing DHA’s annual budget authority to the annual total Housing Assistance Payment (HAP) needs on a monthly basis. The total HAP needs for the calendar year will be projected by establishing the actual HAP costs year-to-date. To that figure, DHA will add anticipated HAP expenditures for the remainder of the calendar year. Projected HAP expenditures will be calculated by multiplying the projected number of units leased per remaining months by the most current month’s average HAP. The projected number of units leased per month will take into account the average monthly turnover of participant families. If the total annual HAP needs equal or exceed the annual budget authority, or if DHA cannot support the cost of the proposed subsidy commitment (voucher issuance or move) based on the funding analysis, DHA will be considered to have insufficient funding. **Please note that elderly and disabled program participants will be excluded from the revocation process.**

If DHA determines that there is insufficient funding after a voucher has been issued due to budgetary constraints and if all other strategies are implemented and determined not to settle a budgetary deficit, the following steps will take affect:

- The selection of vouchers to terminate will be made by an unbiased random selection of families. The MIS Department will assist with creating a program that will identify the number of vouchers to address the utilization problem.

- Families will be entitled to an informal hearing in accordance with 24 CFR 982.554. The revocation letter will specify that the family can request an informal hearing within ten
days of receipt of the letter. Special provisions will be established to ensure timely scheduling of the informal hearing.

Families will be offered an opportunity to receive priority placement on DHA’s Public Housing and Affordable Housing Waiting Lists. Any available units will be made available to the interested applicant.

Families will receive a preference on the Housing Choice Voucher Waiting List.

Families will receive counseling and referral assistance from DHA’s Department of Resident Services. As appropriate, DHA will work with Durham County’s Department of Social Services to meet the needs of the families.

PART II: APPROACH TO TERMINATION OF ASSISTANCE

12-II.A. OVERVIEW
DHA is required by regulation to terminate a family’s assistance if certain program rules are violated. For other types of offenses, the regulations give DHA the discretion to either terminate the family’s assistance or to take another action. This part discusses the various actions DHA may choose to take when it has discretion, and outlines the criteria DHA will use to make its decision about whether or not to terminate assistance. It also specifies the requirements for the notice that must be provided before terminating assistance.

12-II.B. METHOD OF TERMINATION [24 CFR 982.552(a)(3)]
The way in which DHA terminates assistance depends upon individual circumstances. HUD permits DHA to terminate assistance by:

- Terminating housing assistance payments under a current HAP contract,
- Refusing to approve a request for tenancy or to enter into a new HAP contract, or
- Refusing to process a request for or to provide assistance under portability procedures.

12-II.C. ALTERNATIVES TO TERMINATION OF ASSISTANCE

Change in Household Composition
As a condition of continued assistance, DHA may require that any household member who participated in or was responsible for an offense no longer resides in the unit [24 CFR 982.552(c)(2)(ii)].

DHA Policy
As a condition of continued assistance, the head of household must certify that the culpable family member has vacated the unit and will not be permitted to visit or to stay as a guest in the assisted unit. The family must present evidence of the former family member’s current address upon DHA request.
Repayment of Family Debts

DHA Policy
If a family owes amounts to DHA, as a condition of continued assistance, DHA will require the family to repay the full amount or to enter into a repayment agreement, within 30 days of receiving notice from DHA of the amount owed. See Chapter 16 for policies on repayment agreements.

12-II.D. CRITERIA FOR DECIDING TO TERMINATE ASSISTANCE

Evidence
For criminal activity, HUD permits DHA to terminate assistance if a preponderance of the evidence indicates that a household member has engaged in the activity, regardless of whether the household member has been arrested or convicted [24 CFR 982.553(c)].

DHA Policy
DHA will use the concept of the preponderance of the evidence as the standard for making all termination decisions.

Preponderance of the evidence is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. Preponderance of the evidence may not be determined by the number of witnesses, but by the greater weight of all evidence

Consideration of Circumstances [24 CFR 982.552(c)(2)(i)]

Article III. DHA is permitted, but not required, to consider all relevant circumstances when determining whether a family’s assistance should be terminated.

DHA Policy
DHA will consider the following factors when making its decision to terminate assistance:

- The seriousness of the case, especially with respect to how it would affect other residents
- The effects that termination of assistance may have on other members of the family who were not involved in the action or failure
- The extent of participation or culpability of individual family members, including whether the culpable family member is a minor or a person with disabilities or (as discussed further in section 12-II.E) a victim of domestic violence, dating violence, or stalking
- The length of time since the violation occurred, the family’s recent history and the likelihood of favorable conduct in the future
In the case of drug or alcohol abuse, whether the culpable household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program or has otherwise been rehabilitated successfully

DHA will require the participant to submit evidence of the household member’s current participation in or successful completion of a supervised drug or alcohol rehabilitation program, or evidence of otherwise having been rehabilitated successfully.

In the case of program abuse, the dollar amount of the overpaid assistance and whether or not a false certification was signed by the family

Reasonable Accommodation [24 CFR 982.552(c)(2)(iv)]
If the family includes a person with disabilities, DHA’s decision to terminate the family’s assistance is subject to consideration of reasonable accommodation in accordance with 24 CFR Part 8.

DHA Policy
If a family indicates that the behavior of a family member with a disability is the reason for a proposed termination of assistance, DHA will determine whether the behavior is related to the disability. If so, upon the family’s request, DHA will determine whether alternative measures are appropriate as a reasonable accommodation. DHA will only consider accommodations that can reasonably be expected to address the behavior that is the basis of the proposed termination of assistance. See Chapter 2 for a discussion of reasonable accommodation.

12-I.E. TERMINATING THE ASSISTANCE OF DOMESTIC VIOLENCE, DATING VIOLENCE, OR STALKING VICTIMS AND PERPETRATORS [42 USC 1437(d)] [42 USC 1437(f)]
The Violence Against Women Reauthorization Act of 2005 (VAWA) provides that “criminal activity directly relating to domestic violence, dating violence, 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 a cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant’s family is the victim or threatened victim of that domestic violence, dating violence, or stalking.”

VAWA also gives DHA the authority to “terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others, without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also a tenant or lawful occupant.”

VAWA does not limit the authority of DHA to terminate the assistance of any participant if DHA “can demonstrate an actual or imminent threat to other tenants or those employed at or providing service to the property if that tenant is not evicted or terminated from assistance.”
DHA Policy
In determining whether a participant who is a victim of domestic violence, dating violence, or stalking is an actual or imminent threat to other tenants or those employed at or providing service to a property, DHA will consider the following, and any other relevant, factors:

Whether the threat is toward an employee or tenant other than the victim of domestic violence, dating violence, or stalking

Whether the threat is a physical danger beyond a speculative threat

Whether the threat is likely to happen within a short period of time

Whether the threat to other tenants or employees can be eliminated in some other way, such as by helping the victim relocate to a confidential location

If the tenant wishes to contest DHA’s determination that he or she is an actual and imminent threat to other tenants or employees, the tenant may do so as part of the informal hearing.

Victim Documentation

DHA Policy
When a participant family is facing assistance termination because of the actions of a participant, household member, guest, or other person under the participant’s control and a participant or immediate family member of the participant’s family claims that she or he is the victim of domestic violence, dating violence, or stalking, DHA will request in writing that the individual submit documentation regarding the claim. The written request will include explicit instructions on where, when, and to whom the documentation must be submitted. It will also state the consequences for failure to submit the documentation by the deadline.

The documentation must consist of a completed and signed form HUD-50066, Certification of Domestic Violence, Dating Violence, or Stalking.

DHA reserves the right to waive the documentation requirement if it determines that a statement or other corroborating evidence from the individual will suffice. The individual claiming victim status must submit the requested documentation within 14 business days after receipt of DHA’s written request or must request an extension within that time frame. DHA may, at its discretion, extend the deadline for 10 business days.

If the individual provides the requested documentation within 14 business days, or any DHA-approved extension, DHA will review its termination decision in light of the documentation.
If the individual does not provide the requested documentation within 14 business days, or any DHA-approved extension, DHA will proceed with termination of the family’s assistance in accordance with applicable law, program regulations, and the policies in this plan.

**Terminating the Assistance of a Domestic Violence Perpetrator**

Although VAWA provides assistance termination protection for victims of domestic violence, it does not provide protection for perpetrators. VAWA gives DHA the explicit authority to “terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others…without terminating assistance to, or otherwise penalizing the victim of such violence who is also a tenant or lawful occupant.” This authority is not dependent on a bifurcated lease or other eviction action by an owner against an individual family member. Further, this authority supersedes any local, state, or other federal law to the contrary. However, if DHA chooses to exercise this authority, it must follow any procedures prescribed by HUD or by applicable local, state, or federal law regarding termination of assistance [42 USC 1437(c)(9)(C)(2)]. This means that DHA must follow the same rules when terminating assistance to an individual as it would when terminating the assistance of an entire family [3/16/07 Federal Register notice on the applicability of VAWA to HUD programs].

**DHA Policy**

DHA will terminate assistance to a family member if DHA determines that the family member has committed criminal acts of physical violence against other family members. This action will not affect the assistance of the remaining, non-culpable family members.

In making its decision, DHA will consider all credible evidence, including, but not limited to, a signed certification (form HUD-50066) or other documentation of abuse submitted to DHA in accordance with this section. DHA will also consider the factors in section 12-II.D. Upon such consideration, DHA may, on a case-by-case basis, choose not to terminate the assistance of the culpable family member.

If DHA does terminate the assistance of the culpable family member, it will do so in accordance with applicable law, HUD regulations, and the policies in this plan.

**DHA Confidentiality Requirements**

All information provided to DHA regarding domestic violence, dating violence, or stalking, including the fact that an individual is a victim of such violence or stalking, must be retained in confidence and may neither be entered into any shared database nor provided to any related entity, except to the extent that the disclosure (a) is requested or consented to by the individual in writing, (b) is required for use in an eviction proceeding, or (c) is otherwise required by applicable law.
DHA Policy
If disclosure is required for use in an eviction proceeding or is otherwise required by applicable law, DHA will inform the victim before disclosure occurs so that safety risks can be identified and addressed.

12-ILF. TERMINATION NOTICE [HCV GB, p. 15-7]
If a family’s assistance is to be terminated, whether voluntarily or involuntarily, DHA must give the family and the owner written notice that specifies:

- The reasons for which assistance has been terminated
- The effective date of the termination
- The family’s right to an informal hearing as described in Chapter 16

If a criminal record is the basis of the termination, a copy of the record must accompany the notice. A copy of the criminal record also must be provided to the subject of the record [24 CFR 982.553(d)].

DHA Policy
When termination is initiated by DHA, the notice to terminate will be sent to the family and the owner at least 30 calendar days prior to the effective date of the termination. However, if a family vacates the unit without informing DHA, 30 days notice will not be given. In these cases, the notice to terminate will be sent at the time DHA learns the family has vacated the unit.

When a family requests to be terminated from the program they must do so in writing to DHA (see section 12-I.C.). DHA will then send a confirmation notice to the family and the owner within 10 business days of the family’s request, but no later than the termination effective date (as requested by the family).

Notice of Termination Based on Citizenship Status [24 CFR 5.514 (c) and (d)]
DHA must terminate assistance if (1) a family fails to submit required documentation within the required timeframe concerning any family member’s citizenship or eligible immigration status; (2) evidence of citizenship and eligible immigration status is submitted timely, but USCIS primary and secondary verification does not verify eligible immigration status of a family; or (3) DHA determines that a family member has knowingly permitted another individual who is not eligible for assistance to reside (on a permanent basis) in the unit. For (3) above, such termination must be for a period of at least 24 months.

The notice of termination must advise the family of the reasons their assistance is being terminated, that they may be eligible for proration of assistance, the criteria and procedures for obtaining relief under the provisions for preservation of families, that they have the right to request an appeal to the USCIS of the results of secondary verification of immigration status and to submit additional documentation or a written explanation in support of the appeal, and that they have the right to request an informal hearing with DHA either upon completion of the USCIS appeal or in lieu of the USCIS appeal. Informal hearing procedures are contained in Chapter 16.
12-III.A. OVERVIEW
Termination of an assisted tenancy is a matter between the owner and the family; DHA is not directly involved. However, the owner is under some constraints when terminating an assisted tenancy, and the reasons for which a tenancy is terminated dictate whether assistance also will be terminated.

During the term of the lease, the owner is not permitted to terminate the tenancy except for serious or repeated violations of the lease, certain violations of state or local law, or other good cause.

Serious or Repeated Lease Violations
The owner is permitted to terminate the family’s tenancy for serious or repeated violations of the terms and conditions of the lease, including failure to pay rent or other amounts due under the lease, except when the violations are related to incidents of actual or threatened domestic violence, dating violence, or stalking against that participant. This includes failure to pay rent or other amounts due under the lease. However, DHA’s failure to make a HAP payment to the owner is not a violation of the lease between the family and the owner.

Violation of Federal, State, or Local Law
The owner is permitted to terminate the tenancy if a family member violates federal, state, or local law that imposes obligations in connection with the occupancy or use of the premises.

Criminal Activity or Alcohol Abuse
The owner may terminate tenancy during the term of the lease if any covered person, meaning any member of the household, a guest or another person under the tenant’s control commits any of the following types of criminal activity (for applicable definitions see 24 CFR 5.100):

- Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);
- Any criminal activity that 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;
• Any violent criminal activity on or near the premises; or
• Any drug-related criminal activity on or near the premises.

The owner may terminate tenancy during the term of the lease if any member of the household is:
• Fleeing to avoid prosecution, custody, or confinement after conviction for a crime or an attempt to commit a crime that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or
• Violating a condition of probation or parole imposed under federal or state law.

The owner may terminate tenancy for criminal activity by a household member in accordance with this section if the owner determines that the household member has committed the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.

The owner may terminate tenancy during the term of the lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents.

**Evidence of Criminal Activity**

The owner may terminate tenancy and evict by judicial action a family for criminal activity by a covered person if the owner determines they have engaged in the criminal activity, regardless of arrest or conviction and without satisfying the standard of proof used for a criminal conviction, except in certain incidents where the criminal activity directly relates to domestic violence, dating violence, or stalking and the tenant or an immediate member of the tenant’s family is the victim or threatened victim of the domestic violence, dating violence, or stalking. (See Section 12-II.E.).

**Other Good Cause**

During the initial lease term, 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. During the initial lease term or during any extension term, other good cause includes the disturbance of neighbors, destruction of property, or living or housekeeping habits that cause damage to the unit or premises.

After the initial lease term, “other good cause” for termination of tenancy by the owner includes:
• Failure by the family to accept the offer of a new lease or revision;
• The owner's desire to use the unit for personal or family use, or for a purpose other than as a residential rental unit; or
• A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, or desire to lease the unit at a higher rent).
After the initial lease term, the owner may give the family notice at any time, in accordance with the terms of the lease.

12-III.C. EVICTION [24 CFR 982.310(e) and (f) and Form HUD-52641-A, Tenancy Addendum]
The owner must give the tenant a written notice that specifies the grounds for termination of tenancy during the term of the lease. The tenancy does not terminate before the owner has given this notice, and the notice must be given at or before commencement of the eviction action. The notice of grounds may be included in, or may be combined with, any owner eviction notice to the tenant.

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 owner may only evict the tenant from the unit by instituting a court action. The owner must give DHA a copy of any eviction notice at the same time the owner notifies the family. The family is also required to give DHA a copy of any eviction notice (see Chapter 5).

DHA Policy
If the eviction action is finalized in court, the owner must provide DHA with documentation related to the eviction, including notice of the eviction date, as soon as possible, but no later than 5 business days following the court-ordered eviction.

12-III.D. DECIDING WHETHER TO TERMINATE TENANCY [24 CFR 982.310(h), Pub.L. 109-162]
An owner who has grounds to terminate a tenancy is not required to do so, and may consider all of the circumstances relevant to a particular case before making a decision. These might include:

- The nature of the offending action
- The seriousness of the offending action;
- The effect on the community of the termination, or of the owner’s failure to terminate the tenancy;
- The extent of participation by the leaseholder in the offending action;
- The effect of termination of tenancy on household members not involved in the offending activity;
- The demand for assisted housing by families who will adhere to lease responsibilities;
- The extent to which the leaseholder has shown personal responsibility and taken all reasonable steps to prevent or mitigate the offending action;
- The effect of the owner's action on the integrity of the program.

The owner may require a family to exclude a household member in order to continue to reside in the assisted unit, where that household member has participated in or been culpable for action or failure to act that warrants termination.
In determining whether to terminate tenancy for illegal use of drugs or alcohol abuse by a household member who is no longer engaged in such behavior, the owner may consider whether such household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program, or has otherwise been rehabilitated successfully (42 U.S.C. 13661). For this purpose, the owner may require the tenant to submit evidence of the household member’s current participation in, or successful completion of, a supervised drug or alcohol rehabilitation program or evidence of otherwise having been rehabilitated successfully.

The owner's termination of tenancy actions must be consistent with the fair housing and equal opportunity provisions in 24 CFR 5.105.

An owner’s decision to terminate tenancy for incidents related to domestic violence, dating violence, or stalking is limited by the Violence Against Women Reauthorization Act of 2005 (VAWA). (See Section 12-II.E.)

**12-III.E. EFFECT OF TENANCY TERMINATION ON THE FAMILY’S ASSISTANCE**

If a termination is not due to a serious or repeated violation of the lease, and if DHA has no other grounds for termination of assistance, DHA may issue a new voucher so that the family can move with continued assistance (see Chapter 10).
EXHIBIT 12-1: STATEMENT OF FAMILY OBLIGATIONS

Following is a listing of a participant family’s obligations under the HCV program:

- The family must supply any information that DHA or HUD determines to be necessary, including submission of required evidence of citizenship or eligible immigration status.

- The family must supply any information requested by DHA or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition.

- The family must disclose and verify social security numbers and sign and submit consent forms for obtaining information.

- Any information supplied by the family must be true and complete.

- The family is responsible for any Housing Quality Standards (HQS) breach by the family caused by failure to pay tenant-provided utilities or appliances, or damages to the dwelling unit or premises beyond normal wear and tear caused by any member of the household or guest.

  **DHA Policy**
  
  Damages beyond normal wear and tear will be considered to be damages which could be assessed against the security deposit.

- The family must allow DHA to inspect the unit at reasonable times and after reasonable notice, as described in Chapter 8 of this plan.

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

  **DHA Policy**
  
  DHA will determine if a family has committed serious or repeated violations of the lease based on available evidence, including but not limited to, a court-ordered eviction, or an owner’s notice to evict.

  Serious and repeated lease violations will include, but not be limited to, nonpayment of rent, disturbance of neighbors, destruction of property, or living or housekeeping habits that cause damage to the unit or premises and criminal activity. Generally, the criteria to be used is whether the reason for the eviction was through no fault of the tenant or guests.

- The family must notify DHA and the owner before moving out of the unit or terminating the lease.

  **DHA Policy**
  
  The family must comply with lease requirements regarding written notice to the owner. The family must provide written notice to DHA at the same time the owner is notified.

- The family must promptly give DHA 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 DHA. The family must promptly notify DHA in writing of the birth, adoption, or court-awarded custody of a child. The family must request DHA approval to add any other family member as an occupant of the unit.

  **DHA Policy**
  The request to add a family member or live-in aide must be submitted in writing and approved prior to the person moving into the unit. DHA will determine eligibility of the new member in accordance with the policies in Chapter 3.

• The family must promptly notify DHA in writing if any family member no longer lives in the unit.

• If DHA has given approval, a foster child or a live-in aide may reside in the unit. DHA has the discretion to adopt reasonable policies concerning residency by a foster child or a live-in aide, and to define when DHA consent may be given or denied. For policies related to the request and approval/disapproval of foster children, foster adults, and live-in aides, see Chapter 3 (Sections I.K and I.M), and Chapter 11 (Section II.B).

• The family must not sublease the unit, assign the lease, or transfer the unit.

  **DHA Policy**
  Subleasing includes receiving payment to cover rent and utility costs by a person living in the unit who is not listed as a family member.

• The family must supply any information requested by DHA to verify that the family is living in the unit or information related to family absence from the unit.

• The family must promptly notify DHA when the family is absent from the unit.

  **DHA Policy**
  Notice is required under this provision only when all family members will be absent from the unit for an extended period. An extended period is defined as any period greater than 30 calendar days. Written notice must be provided to DHA at the start of the extended absence.

• The family must pay utility bills and provide and maintain any appliances that the owner is not required to provide under the lease [Form HUD-52646, Voucher].

• The family must not own or have any interest in the unit, (other than in a cooperative and owners of a manufactured home leasing a manufactured home space).

• Family members must not commit fraud, bribery, or any other corrupt or criminal act in connection with the program. (See Chapter 14, Program Integrity for additional information).
• Family members must 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 Chapter 12 for HUD and DHA policies related to drug-related and violent criminal activity.

• Members of the household must not engage in abuse of alcohol in a way that threatens the health, safety or right to peaceful enjoyment of the other residents and persons residing in the immediate vicinity of the premises. See Chapter 12 for a discussion of HUD and DHA policies related to alcohol abuse.

• An assisted family or member of the family must not receive HCV program assistance while receiving another housing subsidy, for the same unit or a different unit under any other federal, state or local housing assistance program.

• A family must not receive HCV program assistance while residing in a unit owned by a parent, child, grandparent, grandchild, sister or brother of any member of the family, unless DHA has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities. [Form HUD-52646, Voucher]
Housing Authority of the City of Durham

Alleged Abuse of Assisted Housing

Thank you for reporting information. ANYTHING YOU REPORT IS STRICTLY CONFIDENTIAL. DUE TO PRIVACY LAWS WE CANNOT PROVIDE ANY INFORMATION TO YOU.

Please provide the following information regarding the unit/tenant in question:

(Use reverse side if needed)

Complete Address: 

Name of Family: 

Type of report:

Unreported Income: Write the first and last names of the person(s) who receive the income; the amount per week; the name and address of employers; and how long the income has been received:

Drug-related or Violent Activity: Contact the police IMMEDIATELY to provide them with information on who uses/sells drugs: their birthday or age; days and times of day used; where drugs are stored; if there are violent people; if there are guns; what violent activity has happened and by whom. ALSO, provide the same information to us on the lines below. If there is already police involvement or an arrest, provide case number, persons involved, reasons and date of arrest:

Extra people in the unit: Write the first and last names; how long they have lived there; license plate of unreported person’s car; if they are related to the household; if they pay rent and how much they pay. (ALSO contact the landlord):
Household is noisy or causes disturbances: Tell the landlord. (For landlord information, call the Assessor. You may also write details of the disturbances here:

Landlord is accepting extra money, living in the unit or breaking other rules: Write the name of the landlord; how much extra money the landlord collects; for how long; receipts, if any; how long the landlord has lived in the unit; and any other important details:

OPTIONAL: How did you get this information?:

CONFIDENTIAL: Your name and a way we can reach you (e.g. telephone #) if necessary:
Chapter 13

OWNERS

INTRODUCTION
Owners play a central role in the HCV program by supplying decent, safe, and sanitary housing for participating families.

The term “owner” refers to any person or entity with the legal right to lease or sublease a unit to a participant in the HCV program [24 CFR 982.4(b)]. The term “owner” includes a principal or other interested party [24 CFR 982.453; 24 CFR 982.306(f)], such as a designated agent of the owner.

Owners have numerous responsibilities under the program, including screening and leasing to families, maintaining the dwelling unit, enforcing the lease, and complying with various contractual obligations. However, this chapter is not meant to be an overview of all aspects of owner participation in the HCV program.

The chapter is organized in two parts:

Part I: Owners in the HCV Program. This part discusses the role of an owner in DHA’s HCV program and highlights key owner rights and responsibilities.

Part II: HAP Contracts. This part explains provisions of the HAP contract and the relationship between DHA and the owner as expressed in the HAP contract.

For detailed information about HCV program responsibilities and processes, including DHA policies in key areas, owners will need to refer to several other chapters in this plan. Where appropriate, Chapter 13 will reference the other chapters.

PART I. OWNERS IN THE HCV PROGRAM

13-I.A. OWNER RECRUITMENT AND RETENTION [HCV GB, pp. 2-4 to 2-6]

Recruitment
PHAs are responsible for ensuring that very low income families have access to all types and ranges of affordable housing in DHA’s jurisdiction, particularly housing outside areas of poverty or minority concentration. A critical element in fulfilling this responsibility is for DHA to ensure that a sufficient number of owners, representing all types and ranges of affordable housing in DHA’s jurisdiction, are willing to participate in the HCV program.

To accomplish this objective, DHA must identify and recruit new owners to participate in the program.

DHA Policy
DHA will conduct owner outreach to ensure that owners are familiar with the program and its advantages. DHA will actively recruit property owners with property located outside areas of poverty and minority concentration. These outreach strategies will include:

Page 13-1
Distributing printed material about the program to property owners and managers

Contacting property owners and managers by phone or in-person

Holding owner recruitment/information meetings at least once a year

Participating in community based organizations comprised of private property and apartment owners and managers

Developing working relationships with owners and real estate brokers associations

Outreach strategies will be monitored for effectiveness, and adapted accordingly.

**Retention**
In addition to recruiting owners to participate in the HCV program, DHA must also provide the kind of customer service that will encourage participating owners to remain active in the program.

**DHA Policy**
All DHA activities that may affect an owner’s ability to lease a unit will be processed as rapidly as possible, in order to minimize vacancy losses for owners.

DHA will provide owners with a handbook that explains the program, including HUD and DHA policies and procedures, in easy-to-understand language.

DHA will give special attention to helping new owners succeed through activities such as:

- Providing the owner with a designated DHA contact person.
- Coordinating inspection and leasing activities between DHA, the owner, and the family.
- Initiating telephone contact with the owner to explain the inspection process, and providing an inspection booklet and other resource materials about HUD housing quality standards.
- Providing other written information about how the program operates, including answers to frequently asked questions.

Additional services may be undertaken on an as-needed basis, and as resources permit.

**13-I.B. BASIC HCV PROGRAM REQUIREMENTS**
HUD requires DHA to aid families in their housing search by providing the family with a list of landlords or other parties known to DHA who may be willing to lease a unit to the family,
or to help the family find a unit. Although DHA cannot maintain a list of owners that are pre-qualified to participate in the program, owners may indicate to DHA their willingness to lease a unit to an eligible HCV family, or to help the HCV family find a unit [24 CFR 982.301(b)(11)].

**DHA Policy**

Owners that wish to indicate their willingness to lease a unit to an eligible HCV family or to help the HCV family find a unit must notify DHA. DHA will maintain a listing of such owners and provide this listing to the HCV family as part of the informational briefing packet.

When a family approaches an owner to apply for tenancy, the owner is responsible for screening the family and deciding whether to lease to the family, just as the owner would with any potential tenant. DHA has no liability or responsibility to the owner or other persons for the family’s behavior or suitability for tenancy. See chapters 3 and 9 for more detail on tenant family screening policies and process.

If the owner is willing, the family and the owner must jointly complete a Request for Tenancy Approval (RTA, Form HUD 52517), which constitutes the family's request for assistance in the specified unit, and which documents the owner's willingness to lease to the family and to follow the program’s requirements. When submitted to DHA, this document is the first step in the process of obtaining approval for the family to receive the financial assistance it will need in order to occupy the unit. Also submitted with the RTA is a copy of the owner’s proposed dwelling lease, including the HUD-required Tenancy Addendum (Form HUD-52641-A). See Chapter 9 for more detail on request for tenancy approval policies and process.

HUD regulations stipulate that an assisted tenancy can be approved only under certain conditions.

The owner must be qualified to participate in the program [24 CFR 982.306]. Some owners are precluded from participating in the program, or from renting to a particular family, either because of their past history with this or another federal housing program, or because of certain conflicts of interest. Owner qualifications are discussed later in this chapter.

The selected unit must be of a type that is eligible for the program [24 CFR 982.305(a)]. Certain types of dwelling units cannot be assisted under the HCV program. Other types may be assisted under certain conditions. In addition, the owner must document legal ownership of the specified unit. See chapter 9 for more detail on unit eligibility policies and process.

The selected unit must meet HUD’s Housing Quality Standards (HQS) and/or equivalent state or local standards approved by HUD [24 CFR 982.305(a)]. DHA will inspect the owner’s dwelling unit at various stages of HCV program participation, to ensure that the unit continues to
meet HQS requirements. See chapter 8 for a discussion of the HQS standards, as well as the process for HQS inspections at initial lease-up and throughout the family’s tenancy.

DHA must determine that the cost of the unit is reasonable [24 CFR 982.305(a)]. The rent must be reasonable in relation to comparable unassisted units in the area and must not be in excess of rents charged by the owner for comparable, unassisted units on the premises. See chapter 8 for a discussion of requirements and policies on rent reasonableness, rent comparability and the rent reasonableness determination process.

At initial lease-up of a unit, DHA must determine that the share of rent to be paid by the family does not exceed 40 percent of the family’s monthly adjusted income [24 CFR 982.305(a)]. See chapter 6 for a discussion of the calculation of family income, family share of rent and HAP.

The dwelling lease must comply with all program requirements [24 CFR 982.308]. Owners are encouraged to use their standard leases when renting to an assisted family. However, the HCV program requires that the Tenancy Addendum, which helps standardize the tenancy requirements for all assisted families, be added word-for-word to that lease. See chapter 9 for a discussion of the dwelling lease and tenancy addendum, including lease terms and provisions.

DHA and the owner enter into a formal contractual relationship by executing the Housing Assistance Payment (HAP) Contract (Form HUD-52641). The HAP contract format is prescribed by HUD. See chapter 9 for a discussion of the HAP contract execution process. Specific HAP contract provisions and responsibilities are discussed later in this chapter 13.

The basic owner responsibilities in the HCV program are outlined in the regulations as follows:

- Performing all of the owner's obligations under the Housing Assistance Payments (HAP) contract and the lease
- Performing all management and rental functions for the assisted unit, including selecting a voucher-holder to lease the unit, and deciding if the family is suitable for tenancy of the unit
- Maintaining the unit in accordance with the Housing Quality Standards (HQS), including performance of ordinary and extraordinary maintenance
- Complying with equal opportunity requirements
- Preparing and furnishing to DHA information required under the HAP contract
- Collecting from the family any security deposit, the tenant’s contribution to rent (that part of rent to owner not covered by the housing assistance payment from DHA), and any charges for unit damage by the family.
- Enforcing tenant obligations under the dwelling lease
- Paying for utilities and services (unless paid by the family under the lease)

Page 13-4
• Making modifications to a dwelling unit occupied or to be occupied by a disabled person [24 CFR 100.203]

• Comply with the Violence Against Women Reauthorization Act of 2005 (VAWA) when screening and terminating tenants.

13-I.D. OWNER QUALIFICATIONS
DHA does not formally approve an owner to participate in the HCV program. However, there are a number of criteria where DHA may deny approval of an assisted tenancy based on past owner behavior, conflict of interest, or other owner-related issues. No owner has a right to participate in the HCV program [24 CFR 982.306(e)].

Owners Barred from Participation [24 CFR 982.306(a) and (b)]
DHA must not approve the assisted tenancy if DHA has been informed that the owner has been debarred, suspended, or subject to a limited denial of participation under 24 CFR part 24. HUD may direct DHA not to approve a tenancy request if a court or administrative agency has determined that the owner violated the Fair Housing Act or other federal equal opportunity requirements, or if such an action is pending.

Leasing to Relatives [24 CFR 982.306(d), HCV GB p. 11-2]
DHA must not approve an RTA if the owner is the parent, child, grandparent, grandchild, sister, or brother of any member of the family. DHA may make an exception as a reasonable accommodation for a family member with a disability. The owner is required to certify that no such relationship exists. This restriction applies at the time that the family receives assistance under the HCV program for occupancy of a particular unit. Current contracts on behalf of owners and families that are related may continue, but any new leases or contracts for these families may not be approved.

Conflict of Interest [24 CFR 982.161; HCV GB p. 8-19]
DHA must not approve a tenancy in which any of the following classes of persons has any interest, direct or indirect, during tenure or for one year thereafter:

• Any present or former member or officer of DHA (except a participant commissioner)
• Any employee of DHA, or any contractor, subcontractor or agent of DHA, who formulates policy or who influences decisions with respect to the programs
• Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the programs
• Any member of the Congress of the United States

HUD may waive the conflict of interest requirements, except for members of Congress, for good cause. DHA must submit a waiver request to the appropriate HUD Field Office for determination. Any waiver request submitted by DHA must include [HCV Guidebook pp.11-2 and 11-3]:

• Complete statement of the facts of the case;
• Analysis of the specific conflict of interest provision of the HAP contract and justification as to why the provision should be waived;
• Analysis of and statement of consistency with state and local laws. The local HUD office, DHA, or both parties may conduct this analysis. Where appropriate, an opinion by the state’s attorney general should be obtained;
• Opinion by the local HUD office as to whether there would be an appearance of impropriety if the waiver were granted;
• Statement regarding alternative existing housing available for lease under the HCV program or other assisted housing if the waiver is denied;
• If the case involves a hardship for a particular family, statement of the circumstances and discussion of possible alternatives;
• If the case involves a public official or member of the governing body, explanation of his/her duties under state or local law, including reference to any responsibilities involving the HCV program;
• If the case involves employment of a family member by DHA or assistance under the HCV program for an eligible DHA employee, explanation of the responsibilities and duties of the position, including any related to the HCV program;
• If the case involves an investment on the part of a member, officer, or employee of DHA, description of the nature of the investment, including disclosure/divestiture plans.

Where DHA has requested a conflict of interest waiver, DHA may not execute the HAP contract until HUD has made a decision on the waiver request.

**DHA Policy**
In considering whether to request a conflict of interest waiver from HUD, DHA will consider factors the reasons for waiving the requirement; consistency with state and local laws; the existence of alternative housing available to families; the individual circumstances of a particular family; the specific duties of individuals whose positions present a possible conflict of interest; the nature of any financial investment in the property and plans for disclosure/divestiture; and the possible appearance of impropriety.

**Owner Actions That May Result in Disapproval of a Tenancy Request** [24 CFR 982.306(c)]
HUD regulations permit DHA, at DHA’s discretion, to refuse to approve a request for tenancy if the owner has committed any of a number of different actions.
If DHA disapproves a request for tenancy because an owner is not qualified, it may not terminate the HAP contract for any assisted families that are already living in the owner’s properties unless the owner has violated the HAP contract for those units [HCV GB p. 11-4].

**DHA Policy**
DHA will refuse to approve a request for tenancy if DHA becomes aware that any of the following are true:
The owner has violated obligations under a HAP contract under Section 8 of the 1937 Act (42 U.S.C. 1437f);
The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;

The owner has engaged in any 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 failing to terminate tenancy of tenants of units assisted under Section 8 or any other federally assisted housing program for activity engaged in by the tenant, any member of the household, a guest or another person under the control of any member of the household that: (i) Threatens the right to peaceful enjoyment of the premises by other residents; (ii) Threatens the health or safety of other residents, of employees of DHA, or of owner employees or other persons engaged in management of the housing; (iii) Threatens the health or safety of, or the right to peaceful enjoyment of their residences, by persons residing in the immediate vicinity of the premises; or (iv) Is drug-related criminal activity or violent criminal activity;

The owner has a history or practice of renting units that fail to meet state or local housing codes; or

The owner has not paid state or local real estate taxes, fines, or assessment.

In considering whether to disapprove owners for any of the discretionary reasons listed above, DHA will consider any mitigating factors. Such factors may include, but are not limited to, the seriousness of the violation in relation to program requirements, the impact on the ability of families to lease units under the program, health and safety of participating families, among others. Upon consideration of such circumstances, DHA may, on a case-by-case basis, choose to approve an owner.

Legal Ownership of Unit
The following represents DHA policy on legal ownership of a dwelling unit to be assisted under the HCV program.

DHA Policy
DHA will only enter into a contractual relationship with the legal owner or managing agent of a qualified unit. No tenancy will be approved without acceptable documentation of legal ownership (e.g., deed of trust, proof of taxes for most recent year). The agent
must supply a copy of the management contract or a notarized affidavit permitting the agent to act on behalf of the owner.

Owner’s are required to submit the following documentation:

- W-9
- Owner/Agent Data Form
- Property Owner Certification
- Program Integrity Questionnaire
- Lead Based Paint Disclosure
- Direct Deposit Application
- Rent Roll (Properties that contain 4 or more units)
- Unit Specifications List

Proof of Ownership

- Photo Identification
- Certified Copy of Deed
- HUD 1 Statement
- Tax Bill (taxes must be paid up to date)
- Mortgage Statement

Mandatory Direct Deposit

DHA Policy
This policy is intended to maximize the utilization of electronic payments and to minimize the number of paper checks issued by DHA, thereby obtaining efficiencies for the agency and providing vendors with a reliable and efficient manner of receiving HAP checks.

This policy applies to all business entities subject to the terms and conditions of a Housing Assistance Payment contract, to include existing and new vendors migrating to the Housing Choice Voucher program. It also pertains to all business entities that may continue to operate under the Housing Voucher and Certificate programs administered by DHA.
It is the policy of DHA that all participating housing choice voucher program owners, property managers and agents paid by paper check be required to use the direct deposit feature to receive housing assistance payments. In accordance with federal requirements regarding direct deposit, the owner may select the financial institution of his/her choice to accommodate the receipt of direct deposit payments.

All owners currently receiving payment by direct deposit shall continue to be enrolled in the direct deposit program. All owners who are receiving housing assistance payments by paper check shall be required to enroll in the direct deposit program by completing the appropriate enrollment form. DHA will establish a deadline for enrolling.

As a condition of participation, all new owners, agents and property managers shall be required to enroll in the direct deposit program. The enrollment application must accompany the IRS W-9 and proof of legal ownership documentation. DHA will not execute or enter into a HAP contract with any owner who fails to complete the appropriate direct deposit enrollment form and who is not granted an extension as provided for herein. DHA will provide a 30 day notice of HAP contract termination to current owners refusing to participate in direct deposit without an approved exemption.

Any owner may be exempted from participating in the direct deposit program if he/she does not have an account at an eligible financial institution and further provides evidence that he/she cannot obtain an account at an eligible financial institution.

In his/her role of prescribing the manner in which DHA make disbursements, the Chief Financial Officer (CFO) or his/her designee has exclusive authority to grant an exemption from the direct deposit requirement. A personal exemption may only be granted for the reason stated above (i.e. unable to acquire an account at a financial institution) or other specific situation that the CFO may deem to be an extreme hardship. An owner desiring to request an exemption from direct deposit requirement shall do so by completing a “Direct Deposit Exemption Request Form”.

For those owners who are granted an exemption, the CFO may secure and offer other payment methods as options, other than paper check, when such options may become available.

13-L.E. NON-DISCRIMINATION [HAP Contract – Form HUD-52641]
The owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status, or disability, in connection with any actions or responsibilities under the HCV program and the HAP contract with DHA.

The owner must cooperate with DHA and with HUD in conducting any equal opportunity compliance reviews and complaint investigations in connection with the HCV program and the HAP contract with DHA.

See Chapter 2 for a more thorough discussion of Fair Housing and Equal Opportunity requirements in the HCV program.
PART II. HAP CONTRACTS

13-II.A. OVERVIEW
The HAP contract represents a written agreement between DHA and the owner of the dwelling unit occupied by a HCV assisted family. The contract spells out the owner’s responsibilities under the program, as well as DHA’s obligations. Under the HAP contract, DHA agrees to make housing assistance payments to the owner on behalf of a specific family occupying a specific unit.

The HAP contract is used for all HCV program tenancies except for assistance under the Section 8 homeownership program, and assistance to families that own a manufactured home and lease the space. See chapter 15 for a discussion of any special housing types included in DHA’s HCV program.

If DHA has given approval for the family of the assisted tenancy, the owner and DHA execute the HAP contract. See chapter 9 for a discussion of the leasing process, including provisions for execution of the HAP contract.

13-II.B. HAP CONTRACT CONTENTS
The HAP contract format is required by HUD, specifically Housing Assistance Payment (HAP) Contract, Form HUD-52641.

The HAP contract contains three parts.

Part A of the contract includes basic **contract information** about the name of the tenant family, address of the contract unit, names of all household members, first and last dates of initial lease term, amount of initial monthly rent to owner, amount of initial housing assistance payment, utilities and appliances to be supplied by owner and tenant, signatures of DHA and owner [HCV Guidebook, pp 11-10 and 11-11].

In general, the HAP contract cannot be modified. However, PHAs do have the discretion to add language to Part A of the HAP contract which prohibits the owner from collecting a security deposit in excess of private market practices or in excess of amounts charged to unassisted tenants. DHA policy on the amount of security deposit an owner may collect is found in chapter 9.

In addition, PHAs have the discretion to add language to Part A of the HAP contract that defines when the housing assistance payment by DHA is deemed received by the owner (e.g., upon mailing by DHA or actual receipt by the owner).

**DHA Policy**
DHA has not adopted a policy that defines when the housing assistance payment by DHA is deemed received by the owner. Therefore, no modifications to the HAP contract will be necessary.
Part B is the body of the contract. It describes in detail program requirements affecting the owner and owner roles and responsibilities under the HCV program. Most of the requirements contained in Part B of the HAP contract are outlined elsewhere in this plan. Topics addressed in Part B include:

- Lease of Contract Unit
- Maintenance, Utilities, and Other Services
- Term of HAP Contract
- Provision and Payment of Utilities and Appliances
- Rent to Owner: Reasonable Rent
- DHA Payment to Owner
- Prohibition of Discrimination
- Owner’s Breach of HAP Contract
- DHA and HUD Access to Premises and Owner’s Records
- Exclusion of Third Party Rights
- Conflict of Interest
- Assignment of the HAP Contract
- Written Notices
- Entire Agreement Interpretation

Part C of the contract includes the Tenancy Addendum (Form HUD-52641-A). The addendum sets forth the tenancy requirements for the program and the composition of the household, as approved by DHA. The owner must sign the HUD Tenancy Addendum with the prospective tenant, and the tenant has the right to enforce the Tenancy Addendum against the owner. The terms of the Tenancy Addendum prevail over any other provisions of the lease.

13-II.C. HAP CONTRACT PAYMENTS

General
During the term of the HAP contract, and subject to the provisions of the HAP contract, DHA must make monthly HAP payments to the owner on behalf of the family, at the beginning of each month. If a lease term begins after the first of the month, the HAP payment for the first month is prorated for a partial month.

The amount of the HAP payment is determined according to the policies described in Chapter 6, and is subject to change during the term of the HAP contract. DHA must notify the owner and the family in writing of any changes in the HAP payment. HAP payments can be made only during the lease term, and only while the family is residing in the unit.
The monthly HAP payment by DHA is credited toward the monthly rent to owner under the family’s lease. The total of the rent paid by the tenant, plus DHA HAP payment, should be equal to the rent specified in the lease (the rent to owner).

The family is not responsible for payment of the HAP payment, and DHA is not responsible for payment of the family share of rent.

The family’s share of the rent cannot be more than the difference between the total rent to the owner and the HAP payment. The owner may not demand or accept any rent payment from the tenant in excess of this maximum [24 CFR 982.451(b)(4)]. The owner may not charge the tenant extra amounts for items customarily included in rent in the locality, or provided at no additional cost to unsubsidized tenants in the premises [24 CFR 982.510(c)]. See chapter 9 for a discussion of separate, non-lease agreements for services, appliances and other items that are not included in the lease.

If the owner receives any excess HAP from DHA, the excess amount must be returned immediately. If DHA determines that the owner is not entitled to all or a portion of the HAP, DHA may deduct the amount of overpayment from any amounts due to the owner, including amounts due under any other Section 8 HCV contract. See Chapter 16 for additional detail on owner reimbursement of HAP overpayments.

**Owner Certification of Compliance**

Unless the owner complies with all provisions of the HAP contract, the owner is not entitled to receive housing assistance payments under the HAP contract [HAP Contract – Form HUD-52641].

By endorsing the monthly check from DHA, the owner certifies to compliance with the terms of the HAP contract. This includes certification that the owner is maintaining the unit and premises in accordance with HQS; that the contract unit is leased to the tenant family and, to the best of the owner’s knowledge, the family resides in the unit as the family’s only residence; the rent to owner does not exceed rents charged by the owner for comparable unassisted units on the premises; and that the owner does not receive (other than rent to owner) any additional payments or other consideration for rent of the contract unit during the HAP term.

**Late HAP Payments [24 CFR 982.451(a)(5)]**

DHA is responsible for making HAP payments promptly when due to the owner, in accordance with the terms of the HAP contract. After the first two calendar months of the HAP contract term, the HAP contract provides for penalties if DHA fails to make the HAP payment on time.

Penalties for late HAP payments can only be imposed if 1) the penalties are in accordance with generally accepted local rental market practices and law governing penalties for late payment by tenants; 2) it is the owner’s normal business practice to charge late payment penalties for both assisted and unassisted families; and 3) the owner charges the assisted family for late payment of the family’s share of the rent.
DHA is not required to pay a late payment penalty if HUD determines that the payment is late for reasons beyond DHA’s control. In addition, late payment penalties are not required if DHA intentionally delays or denies payment as a remedy to an owner breach of the HAP contract [HCV Guidebook p. 11-7].

**DHA Policy**

Owner Eligibility for HAP Late Payment Fee(s): DHA must promptly pay an owner the HAP at the beginning of each month, meaning no later than the fifth (5) calendar day of each month (“Due Date”). The HAP shall be deemed received by the owner on the date that the payment is mailed by DHA. Commencing after the first two (2) calendar months of the HAP Contract term, if the owner has not received the HAP by 11:59 p.m. of the due date, DHA shall pay the owner a late payment penalty/fee, as provided in Section 4 (B) below, if all of the following requirements are met, as determined by DHA in its absolute and sole discretion:

1. The late penalties are in accordance with both generally accepted practices in the Raleigh-Durham housing market and North Carolina law governing penalties for late payment of rent by a tenant.

2. It is the owner’s practice to assess rental late fee charges against the tenant for late payment of the tenant’s portion of the rent to the owner.

3. The owner assesses rental fee charges against the tenant for late payment of the tenant’s portion of the rent to the owner.

4. HUD has not denied or delayed the HAP to the owner as a remedy for the owner’s breach of the HAP contract (including any of the following DHA remedies: recovery of overpayments, termination, suspension, abatement, or reduction of HAP, and termination of the HAP contract).

Amount of HAP Late Payment Fee: Consistent with both generally accepted practices in the Raleigh-Durham, North Carolina, housing market and North Carolina laws governing penalties for late payment of rent by a tenant (NGGS 42-46) {DHA shall pay the owner a HAP late payment fee equal to the greater of fifteen dollars ($15.00) of five percent (5%) of the then due HAP}. A HAP late payment fee shall be non-cumulative and imposed only one time for each late HAP. The owner shall not deduct a late HAP from a subsequent HAP so as to cause the subsequent HAP to be in default. DHA shall amend this subsection, as needed and appropriate, to reflect changes in both generally accepted practices in the Raleigh-Durham, North Carolina housing market and North Carolina law. DHA shall pay to the owner the HAP late payment fee no later than the subsequent due date.
HAP Late Payment Fee Source of Funds: DHA shall only utilize Section 8 administrative fee income or Section 8 administrative fee reserves to pay HAP late payment fees as provided in this section. DHA shall not use other Section 8 program receipts to pay HAP late payment fees.

**Termination of HAP Payments [24 CFR 982.311(b)]**
DHA must continue making housing assistance payments to the owner in accordance with the HAP contract as long as the tenant continues to occupy the unit and the HAP contract is not violated. HAP payments terminate when the HAP contract terminates or when the tenancy is terminated in accordance with the terms of the lease.

If the owner has initiated eviction proceedings against the family and the family continues to reside in the unit, DHA 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.

**DHA Policy**
The owner must inform DHA when the owner has initiated eviction proceedings against the family and the family continues to reside in the unit.

The owner must inform DHA when the owner has obtained a court judgment or other process allowing the owner to evict the tenant, and provide DHA with a copy of such judgment or determination.

After the owner has obtained a court judgment or other process allowing the owner to evict the tenant, DHA will continue to make HAP payments to the owner until the family actually moves from the unit or until the family is physically evicted from the unit, whichever is earlier. The owner must inform DHA of the date when the family actually moves from the unit or the family is physically evicted from the unit.

**13-ILD. BREACH OF HAP CONTRACT [24 CFR 982.453]**
Any of the following actions by the owner constitutes a breach of the HAP contract:

- If the owner violates any obligations under the HAP contract including failure to maintain the unit in accordance with HQS
- If the owner has violated any obligation under any other HAP contract under Section 8
- If the owner has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program
- For projects with mortgages insured by HUD or loans made by HUD, if the owner has failed to comply with the regulations for the applicable program; or if the owner has committed fraud, bribery or any other corrupt or criminal act in connection with the mortgage or loan
- If the owner has engaged in drug-related criminal activity
• If the owner has committed any violent criminal activity

If DHA determines that a breach of the HAP contract has occurred, it may exercise any of its rights and remedies under the HAP contract.

DHA rights and remedies against the owner under the HAP contract include recovery of any HAP overpayment, suspension of housing assistance payments, abatement or reduction of the housing assistance payment, termination of the payment or termination the HAP contract. DHA may also obtain additional relief by judicial order or action.

DHA must notify the owner of its determination and provide in writing the reasons for the determination. The notice may require the owner to take corrective action by an established deadline. DHA must provide the owner with written notice of any reduction in housing assistance payments or the termination of the HAP contract.

DHA Policy
Before DHA invokes a remedy against an owner, DHA will evaluate all information and documents available to determine if the contract has been breached. If relevant, DHA will conduct an audit of the owner’s records pertaining to the tenancy or unit.

If it is determined that the owner has breached the contract, DHA will consider all of the relevant factors including the seriousness of the breach, the effect on the family, the owner’s record of compliance and the number and seriousness of any prior HAP contract violations.

13-I.E. HAP CONTRACT TERM AND TERMINATIONS
The term of the HAP contract runs concurrently with the term of the dwelling lease [24 CFR 982.451(a)(2)], beginning on the first day of the initial term of the lease and terminating on the last day of the term of the lease, including any lease term extensions.

The HAP contract and the housing assistance payments made under the HAP contract terminate if [HCV Guidebook pp.11-4 and 11-5, pg. 15-3]:
• The owner or the family terminates the lease;
• The lease expires;
• DHA terminates the HAP contract;
• DHA terminates assistance for the family;

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• The family moves from the assisted unit. In this situation, the owner is entitled to keep the housing assistance payment for the month when the family moves out of the unit.
• 180 calendar days have elapsed since DHA made the last housing assistance payment to the owner;
• The family is absent from the unit for longer than the maximum period permitted by DHA;
• The Annual Contributions Contract (ACC) between DHA and HUD expires
• DHA elects to terminate the HAP contract.

**DHA Policy**
DHA may elect to terminate the HAP contract in each of the following situations:

- Available program funding is not sufficient to support continued assistance for families in the program [24 CFR 982.454];
- The unit does not meet HQS size requirements due to change in family composition [24 CFR 982.403] – see chapter 8;
- The unit does not meet HQS [24 CFR 982.404] – see chapter 8;
- The family breaks up [HUD Form 52641] – see chapter 3;
- The owner breaches the HAP contract [24 CFR 982.453(b)] – see Section 13-II.D.

If DHA terminates the HAP contract, DHA must give the owner and the family written notice. The notice must specify the reasons for the termination and the effective date of the termination. Once a HAP contract is terminated, no further HAP payments may be made under that contract [HCV Guidebook pg.15-4].

**DHA Policy**
In all cases, the HAP contract terminates at the end of the calendar month that follows the calendar month in which DHA gives written notice to the owner. The owner is not entitled to any housing assistance payment after this period, and must return to DHA any housing assistance payment received after this period.

If the family moves from the assisted unit into a new unit, even if the new unit is in the same building or complex as the assisted unit, the HAP contract for the assisted unit terminates. A new HAP contract would be required [HCV GB, p. 11-17].

When the family moves from an assisted unit into a new unit, the term of the HAP contract for the new unit may begin in the same month in which the family moves out of its old unit. This is not considered a duplicative subsidy [HCV GB, p. 8-22].

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The HAP contract cannot be assigned to a new owner without the prior written consent of DHA. An owner under a HAP contract must notify DHA in writing prior to a change in the legal ownership of the unit. The owner must supply all information as requested by DHA.

Prior to approval of assignment to a new owner, the new owner must agree to be bound by and comply with the HAP contract. The agreement between the new owner and the former owner must be in writing and in a form that DHA finds acceptable. The new owner must provide DHA with a copy of the executed agreement.

**DHA Policy**

Assignment of the HAP contract will be approved only if the new owner is qualified to become an owner under the HCV program according to the policies in Section 13-I.D. of this chapter.

DHA must receive a signed, written request from the existing owner stating the name and address of the new HAP payee and the effective date of the assignment in order to change the HAP payee under an outstanding HAP contract.

Within 10 business days of receiving the owner’s request, DHA will inform the current owner in writing whether the assignment may take place.

The new owner must provide a written certification to DHA that includes:

- A copy of the escrow statement or other document showing the transfer of title and recorded deed;

- A copy of the owner’s IRS Form W-9, Request for Taxpayer Identification Number and Certification, or the social security number of the new owner;

- The effective date of the HAP contract assignment;

- A written agreement to comply with the terms of the HAP contract; and

- Confirmation that the new owner is not a prohibited relative.

If the new owner offers a new lease, no assignment will occur. DHA will inspect the unit to confirm Housing Quality Standards (HQS) compliance and execute a new contract.

If the new owner does not agree to an assignment of the HAP contract, or fails to provide the necessary documents, DHA will terminate the HAP contract with the old owner. If the new owner wants to offer the family a new lease, and the family elects to stay with continued assistance, DHA will process the leasing in accordance with the policies in chapter 9.
Chapter 14

PROGRAM INTEGRITY

INTRODUCTION

DHA is committed to ensuring that subsidy funds made available to DHA are spent in accordance with HUD requirements.

This chapter covers HUD and DHA policies designed to prevent, detect, investigate and resolve instances of program abuse or fraud. It also describes the actions that will be taken in the case of unintentional errors and omissions.

Part I: Preventing, Detecting, and Investigating Errors and Program Abuse. This part presents DHA policies related to preventing, detecting, and investigating errors and program abuse.

Part II: Corrective Measures and Penalties. This part describes the corrective measures DHA must and may take when errors or program abuses are found.

PART I: PREVENTING, DETECTING, AND INVESTIGATING ERRORS AND PROGRAM ABUSE

14-I.A. PREVENTING ERRORS AND PROGRAM ABUSE

DHA Policy

DHA anticipates that the vast majority of families, owners, and DHA employees intend to and will comply with program requirements and make reasonable efforts to avoid errors.

To ensure that DHA’s HCV program is administered effectively and according to the highest ethical and legal standards, DHA will employ a variety of techniques to ensure that both errors and intentional program abuse are rare.

DHA will discuss program compliance and integrity issues during the voucher briefing sessions described in Chapter 5.

DHA will provide each applicant and participant with the publication Things You Should Know (HUD-1140-OIG) that explains the types of actions a family must avoid and the penalties for program abuse.

DHA will place a warning statement about the penalties for fraud (as described in the False Statement Act, U.S.C. 1001 and 1010) on key DHA forms and form letters that request information from a family or owner.

DHA staff will be required to review and explain the contents of all HUD- and DHA-required forms prior to requesting family member signatures.

DHA will require first-time owners (or their agents) to participate in a briefing session on HAP contract requirements.
DHA will provide each DHA employee with the necessary training on program rules and the organization’s standards of conduct and ethics.

For purposes of this chapter the term *error* refers to an unintentional error or omission. *Program abuse or fraud* refers to a single act or pattern of actions that constitute a false statement, omission, or concealment of a substantial fact, made with the intent to deceive or mislead.

14-I.B. DETECTING ERRORS AND PROGRAM ABUSE

In addition to taking steps to prevent errors and program abuse, DHA will use a variety of activities to detect errors and program abuse.

**Quality Control and Analysis of Data**

Under the Section 8 Management Assessment Program (SEMAP), HUD requires DHA to review a random sample of tenant records annually to determine if the records conform to program requirements and to conduct quality control inspections of a sample of units to ensure HQS compliance [24 CFR, Part 985]. (See Chapter 16 for additional information about SEMAP requirements).

**DHA Policy**

In addition to the SEMAP quality control requirements, DHA will employ a variety of methods to detect errors and program abuse.

DHA routinely will use available sources of up-front income verification to compare with family-provided information.

At each annual reexamination, current information provided by the family will be compared to information provided at the last annual reexamination to identify inconsistencies and incomplete information.

DHA will compare family-reported income and expenditures to detect possible unreported income.

**Independent Audits and HUD Monitoring**

OMB Circular A-133 requires all PHAs that expend $500,000 or more in federal awards annually to have an independent audit (IPA). In addition, HUD conducts periodic on-site and automated monitoring of DHA activities and notifies DHA of errors and potential cases of program abuse.

**DHA Policy**

DHA will use the results reported in any IPA or HUD monitoring reports to identify potential program abuses as well as to assess the effectiveness of DHA’s error detection and abuse prevention efforts.
Individual Reporting of Possible Errors and Program Abuse

DHA Policy

DHA will encourage staff, program participants, and the public to report program abuse.

14-I.C. INVESTIGATING ERRORS AND PROGRAM ABUSE

When DHA Will Investigate

DHA Policy

DHA will review all referrals, specific allegations, complaints, and tips from any source including other agencies, companies, and individuals, to determine if they warrant investigation. In order for DHA to investigate, the allegation must contain at least one independently-verifiable item of information, such as the name of an employer or the name of an unauthorized household member.

DHA will investigate inconsistent information related to the family that is identified through file reviews and the verification process.

Consent to Release of Information [24 CFR 982.516]

DHA may investigate possible instances of error or abuse using all available DHA and public records. If necessary, DHA will require HCV families to give consent to the release of additional information.

Analysis and Findings

DHA Policy

DHA will base its evaluation on a preponderance of the evidence collected during its investigation.

*Preponderance of the 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 that as a whole shows that the fact sought to be proved is more probable than not. Preponderance of evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

For each investigation DHA will determine (1) whether an error or program abuse has occurred, (2) whether any amount of money is owed DHA, and (3) what corrective measures or penalties will be assessed.

Consideration of Remedies

All errors and instances of program abuse must be corrected prospectively. Whether DHA will enforce other corrective actions and penalties depends upon the nature of the error or program abuse.

DHA Policy

In the case of family-caused errors or program abuse, DHA will take into consideration (1) the seriousness of the offense and the extent of participation or
culpability of individual family members, (2) any special circumstances surrounding the case, (3) any mitigating circumstances related to the disability of a family member, (4) the effects of a particular remedy on family members who were not involved in the offense.

In the case of owner-caused errors or program abuse, DHA will take into consideration (1) the seriousness of the offense, (2) the length of time since the violation has occurred, and (3) the effects of a particular remedy on family members who were not involved in the offense.

Notice and Appeals

DHA Policy

DHA will inform the relevant party in writing of its findings and remedies within 10 business days of the conclusion of the investigation. The notice will include (1) a description of the error or program abuse, (2) the basis on which DHA determined the error or program abuses, (3) the remedies to be employed, and (4) the family’s right to appeal the results through the informal review or hearing process, if applicable (see Chapter 16).

PART II: CORRECTIVE MEASURES AND PENALTIES

14-II.A. SUBSIDY UNDER- OR OVERPAYMENTS

A subsidy under- or overpayment includes (1) an incorrect housing assistance payment to the owner, (2) an incorrect family share established for the family, and (3) an incorrect utility reimbursement to a family.

Corrections

Whether the incorrect subsidy determination is an overpayment or underpayment of subsidy, DHA must promptly correct the HAP, family share, and any utility reimbursement prospectively.

DHA Policy

Increases in the family share will be implemented only after the family has received 30 days notice.

Any decreases in family share will become effective the first of the month following the discovery of the error.

Reimbursement

Whether the family or owner is required to reimburse DHA or DHA is required to make retroactive subsidy payments to the owner or family depends upon which party is responsible for the incorrect subsidy payment and whether the action taken was an error or program abuse. Policies regarding reimbursement are discussed in the three sections that follow.

14-II.B. FAMILY-CAUSED ERRORS AND PROGRAM ABUSE

Family obligations and general administrative requirements for participating in the program are
discussed throughout this plan. This section deals specifically with errors and program abuse by family members.

An incorrect subsidy determination caused by a family generally would be the result of incorrect reporting of family composition, income, assets, or expenses, but also would include instances in which the family knowingly allows DHA to use incorrect information provided by a third party.

**Family Reimbursement to DHA [HCV GB pp. 22-12 to 22-13]**

DHA Policy

In the case of family-caused errors or program abuse, the family will be required to repay any excess subsidy received. DHA may, but is not required to, offer the family a repayment agreement in accordance with Chapter 16. If the family fails to repay the excess subsidy, DHA will terminate the family’s assistance in accordance with the policies in Chapter 12.

**DHA Reimbursement to Family [HCV GB p. 22-12]**

DHA Policy

DHA will not reimburse the family for any underpayment of assistance when the underpayment clearly is caused by the family.

**Prohibited Actions**

An applicant or participant in the HCV program must not knowingly:

- Make a false statement to DHA [Title 18 U.S.C. Section 1001].
- Commit fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program [24 CFR 982.552(c)(iv)].

DHA Policy

Any of the following will be considered evidence of family program abuse:

- Payment to the owner in excess of amounts authorized by DHA for rent, security deposit, and additional services
- Offering bribes or illegal gratuities to DHA Board of Commissioners, employees, contractors, or other DHA representatives
- Offering payments or other incentives to the owner or a third party as an inducement for the third party to make false or misleading statements to DHA on the family’s behalf
- Use of a false name or the use of falsified, forged, or altered documents
- Intentional misreporting of family information or circumstances (e.g. income, family composition)
- Omitted facts that were obviously known by a family member (e.g., not reporting employment income)
DHA may determine other actions to be program abuse based upon a preponderance of the evidence, as defined earlier in this chapter.

**Penalties for Program Abuse**

In the case of program abuse caused by a family DHA may, at its discretion, impose any of the following remedies.

- DHA may require the family to repay excess subsidy amounts paid by DHA, as described earlier in this section.
- DHA may require, as a condition of receiving or continuing assistance, that a culpable family member not reside in the unit. See policies in Chapter 3 (for applicants) and Chapter 12 (for participants).
- DHA may deny or terminate the family’s assistance following the policies set forth in Chapter 3 and Chapter 12 respectively.
- DHA may refer the family for state or federal criminal prosecution as described in section 14-II.E.

**14-II.C. OWNER-CAUSED ERROR OR PROGRAM ABUSE**

Owner requirements that are part of the regular process of offering, leasing, and maintaining a unit (e.g., HQS compliance, fair housing) are addressed in the appropriate chapters of this plan. This section focuses on errors and program abuse by owners.

An incorrect subsidy determination caused by an owner generally would be the result of an incorrect owner statement about the characteristics of the assisted unit (e.g., the number of bedrooms, which utilities are paid by the family). It also includes accepting duplicate housing assistance payments for the same unit in the same month, or after a family no longer resides in the unit.

**Owner Reimbursement to DHA**

In all cases of overpayment of subsidy caused by the owner, the owner must repay to DHA any excess subsidy received. DHA may recover overpaid amounts by withholding housing assistance payments due for subsequent months, or if the debt is large, DHA may allow the owner to pay in installments over a period of time [HCV GB p. 22-13].

**DHA Policy**

In cases where the owner has received excess subsidy, DHA will require the owner to repay the amount owed in accordance with the policies in Section 16-IV.B.

**Prohibited Owner Actions**

An owner participating in the HCV program must not:

- Make any false statement to DHA [Title 18 U.S.C. Section 1001].
• Commit fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program [24 CFR 982.453(a)(3)] including:

**DHA Policy**

Any of the following will be considered evidence of owner program abuse:

- Charging the family rent above or below the amount specified by DHA
- Charging a security deposit other than that specified in the family’s lease
- Charging the family for services that are provided to unassisted tenants at no extra charge
- Knowingly accepting housing assistance payments for any month(s) after the family has vacated the unit
- Knowingly accepting incorrect or excess housing assistance payments
- Offering bribes or illegal gratuities to DHA Board of Commissioners, employees, contractors, or other DHA representatives
- Offering payments or other incentives to an HCV family as an inducement for the family to make false or misleading statements to DHA
- Residing in the unit with an assisted family

**Remedies and Penalties**

When DHA determines that the owner has committed program abuse, DHA may take any of the following actions:

- Require the owner to repay excess housing assistance payments, as discussed earlier in this section and in accordance with the policies in Chapter 16.
- Terminate the HAP contract (See Chapter 13).
- Bar the owner from future participation in any DHA programs.
- Refer the case to state or federal officials for criminal prosecution as described in section 14-II.E.

**14-II.D. DHA-CAUSED ERRORS OR PROGRAM ABUSE**

The responsibilities and expectations of DHA staff with respect to normal program administration are discussed throughout this plan. This section specifically addresses actions of a DHA staff member that are considered errors or program abuse related to the HCV program. Additional standards of conduct may be provided in DHA personnel policy.

DHA-caused incorrect subsidy determinations include (1) failing to correctly apply HCV rules regarding family composition, income, assets, and expenses, (2) assigning the incorrect voucher size to a family, and (3) errors in calculation.

**Repayment to DHA**

Neither a family nor an owner is required to repay an overpayment of subsidy if the error or program abuse is caused by DHA staff [HCV GB. 22-12].
DHA Reimbursement to Family or Owner

DHA must reimburse a family for any underpayment of subsidy, regardless of whether the underpayment was the result of staff-caused error or staff or owner program abuse. Funds for this reimbursement must come from DHA’s administrative fee reserves [HCV GB p. 22-12].

Prohibited Activities

DHA Policy

Any of the following will be considered evidence of program abuse by DHA staff:

- Failing to comply with any HCV program requirements for personal gain
- Failing to comply with any HCV program requirements as a result of a conflict of interest relationship with any applicant, participant, or owner
- Seeking or accepting anything of material value from applicants, participating families, vendors, owners, contractors, or other persons who provide services or materials to DHA
- Disclosing confidential or proprietary information to outside parties
- Gaining profit as a result of insider knowledge of DHA activities, policies, or practices
- Misappropriating or misusing HCV funds
- Destroying, concealing, removing, or inappropriately using any records related to the HCV program
- Committing any other corrupt or criminal act in connection with any federal housing program

14-I.E. CRIMINAL PROSECUTION

DHA Policy

When DHA determines that program abuse by an owner, family, or DHA staff member has occurred and the amount of overpaid subsidy meets or exceeds the threshold for prosecution under local or state law, DHA will refer the matter to the appropriate entity for prosecution. When the amount of overpaid assistance meets or exceeds the federal threshold, the case will also be referred to the HUD Office of Inspector General (OIG).

Other criminal violations related to the HCV program will be referred to the appropriate local, state, or federal entity.

14-IL.F. FRAUD AND PROGRAM ABUSE RECOVERIES

DHA may retain a portion of program fraud losses that DHA recovers from a family or owner through litigation, court order, or a repayment agreement [24 CFR 982.163].

DHA must be the principal party initiating or sustaining the action to recover amounts due
from tenants that are due as a result of fraud and abuse. 24 CFR 792.202 permits DHA to retain the greater of:

- 50 percent of the amount it actually collects from a judgment, litigation (including settlement of a lawsuit) or an administrative repayment agreement, or
- Reasonable and necessary costs that DHA incurs related to the collection including costs of investigation, legal fees, and agency collection fees.

The family must be afforded the opportunity for an informal hearing in accordance with requirements in 24 CFR 982.555.

If HUD incurs costs on behalf of DHA related to the collection, these costs must be deducted from the amount retained by DHA.
Chapter 15

SPECIAL HOUSING TYPES
[24 CFR 982 Subpart M]

INTRODUCTION

DHA may permit a family to use any of the special housing types discussed in this chapter. However, DHA is not required to permit families receiving assistance in its jurisdiction to use these housing types, except that DHA must permit use of any special housing type if needed as a reasonable accommodation for a person with a disability. DHA also may limit the number of families who receive HCV assistance in these housing types and cannot require families to use a particular housing type. No special funding is provided for special housing types.

DHA Policy

Families will not be permitted to use any special housing types, unless use is needed as a reasonable accommodation so that the program is readily accessible to a person with disabilities.

Special housing types include single room occupancy (SRO), congregate housing, group homes, shared housing, cooperative housing, manufactured homes where the family owns the home and leases the space, and homeownership [24 CFR 982.601].

This chapter consists of the following seven parts. Each part contains a description of the housing type and any special requirements associated with it. Except as modified by this chapter, the general requirements of the HCV program apply to special housing types.

Part I: Single Room Occupancy
Part II: Congregate Housing
Part III: Group Homes
Part IV: Shared Housing
Part V: Cooperative Housing
Part VI: Manufactured Homes (including manufactured home space rental)
Part VII: Homeownership

PART I: SINGLE ROOM OCCUPANCY

[24 CFR 982.602 through 982.605]

15-I.A. OVERVIEW

A single room occupancy (SRO) unit provides living and sleeping space for the exclusive use of the occupant but requires the occupant to share sanitary and/or food preparation facilities with
others. More than one person may not occupy an SRO unit. HCV regulations do not limit the number of units in an SRO facility, but the size of a facility may be limited by local ordinances.

When providing HCV assistance in an SRO unit, a separate lease and HAP contract are executed for each assisted person, and the standard form of the HAP contract is used.

15-I.B. PAYMENT STANDARD, UTILITY ALLOWANCE, AND HAP CALCULATION

The payment standard for SRO housing is 75 percent of the 0-bedroom payment standard amount on DHA’s payment standard schedule.

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

The HAP for an assisted occupant in an SRO facility is the lower of the SRO payment standard amount minus the TTP or the gross rent for the unit minus the TTP.

15-I.C. HOUSING QUALITY STANDARDS (HQS)

HQS requirements described in Chapter 8 apply to SRO housing except as modified below.

- **Access:** Access doors to the SRO unit must have working locks for privacy. The occupant must be able to access the unit without going through any other unit. Each unit must have immediate access to two or more approved means of exit from the building, appropriately marked and leading to safe and open space at ground level. The SRO unit must also have any other means of exit required by State or local law.

- **Fire Safety:** All SRO facilities must have a sprinkler system that protects major spaces. “Major spaces” are defined as hallways, common areas, and any other areas specified in local fire, building, or safety codes. SROs must also have hard-wired smoke detectors, and any other fire and safety equipment required by state or local law.

- **Sanitary facilities and space and security standards must meet local code requirements for SRO housing.** In the absence of local code standards the requirements discussed below apply [24 CFR 982.605].

- **Sanitary Facilities:** At least one flush toilet that can be used in privacy, a lavatory basin, and a bathtub or shower in proper operating condition must be provided for each six persons (or fewer) residing in the SRO facility. If the SRO units are leased only to men, flush urinals may be substituted for up to one half of the required number of toilets. Sanitary facilities must be reasonably accessible from a common hall or passageway, and may not be located more than one floor above or below the SRO unit. They may not be located below grade unless the SRO units are located on that level.

- **Space and Security:** An SRO unit must contain at least 110 square feet of floor space, and at least four square feet of closet space with an unobstructed height of at least five feet, for use by the occupant. If the closet space is less than four square feet, the habitable floor space in the SRO unit must be increased by the amount of the deficiency. Exterior doors and windows accessible from outside the SRO unit must be lockable.
Because no children live in SRO housing, the housing quality standards applicable to lead-based paint do not apply.

PART II: CONGREGATE HOUSING

[24 CFR 982.606 through 982.609]

15-II.A. OVERVIEW
Congregate housing is intended for use by elderly persons or persons with disabilities. A congregate housing facility contains a shared central kitchen and dining area and a private living area for the individual household that includes at least a living room, bedroom and bathroom. Food service for residents must be provided.

If approved by DHA, a family member or live-in aide may reside with the elderly person or person with disabilities. DHA 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.

When providing HCV assistance in congregate housing, a separate lease and HAP contract are executed for each assisted family, and the standard form of the HAP contract is used.

15-II.B. PAYMENT STANDARD, UTILITY ALLOWANCE, AND HAP CALCULATION
The payment standard for an individual unit in a congregate housing facility is based on the number of rooms in the private living area. If there is only one room in the unit (not including the bathroom or the kitchen, if a kitchen is provided), DHA must use the payment standard for a 0-bedroom unit. If the unit has two or more rooms (other than the bathroom and the kitchen), DHA must use the 1-bedroom payment standard.

The HAP for an assisted occupant in a congregate housing facility is the lower of the applicable payment standard minus the TTP or the gross rent for the unit minus the TTP.

The gross rent for the unit for the purpose of calculating HCV assistance is the shelter portion (including utilities) of the resident’s monthly housing expense only. The residents’ costs for food service should not be included in the rent for a congregate housing unit.

15-II.C. HOUSING QUALITY STANDARDS
HQS requirements as described in Chapter 8 apply to congregate housing except for the requirements stated below.

Congregate housing must have (1) a refrigerator of appropriate size in the private living area of each resident; (2) a central kitchen and dining facilities located within the premises and accessible to the residents, and (3) food service for the residents, that is not provided by the residents themselves.

The housing quality standards applicable to lead-based paint do not apply.
PART III: GROUP HOME

15-III.A. OVERVIEW
A group home is a state-licensed facility intended for occupancy by elderly persons and/or persons with disabilities. Except for live-in aides, all persons living in a group home, whether assisted or not, must be elderly persons or persons with disabilities. Persons living in a group home must not require continuous medical or nursing care.

A group home consists of bedrooms for residents, which can be shared by no more than two people, and a living room, kitchen, dining area, bathroom, and other appropriate social, recreational, or community space that may be shared with other residents.

No more than 12 persons may reside in a group home including assisted and unassisted residents and any live-in aides.

If approved by DHA, a live-in aide may live in the group home with a person with disabilities. DHA 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.

When providing HCV assistance in a group home, a separate lease and HAP contract is executed for each assisted family, and the standard form of the HAP contract is used.

15-III.B. PAYMENT STANDARD, UTILITY ALLOWANCE, AND HAP CALCULATION
Unless there is a live-in aide, the family unit size for an assisted occupant of a group home must be 0- or 1-bedroom, depending on DHA’s subsidy standard. If there is a live-in aide, the aide must be counted in determining the household’s unit size.

The payment standard used to calculate the HAP is the lower of the payment standard for the family unit size or the prorata share of the payment standard for the group home size. The prorata share is calculated by dividing the number of persons in the assisted household by the number of persons (assisted and unassisted) living in the group home.

The HAP for an assisted occupant in a group home is the lower of the payment standard minus the TTP or the gross rent minus the TTP.

The utility allowance for an assisted occupant in a group home is the prorata share of the utility allowance for the group home.

The rents paid for participants residing in group homes are subject to generally applicable standards for rent reasonableness. The rent for an assisted person must not exceed the prorata portion of the reasonable rent for the group home. In determining reasonable rent, DHA should consider whether sanitary facilities and facilities for food preparation and service are common facilities or private facilities.
15-III.C. HOUSING QUALITY STANDARDS

HQS requirements described in Chapter 8 apply to group homes except for the requirements stated below.

- **Sanitary Facilities**: A group home must have at least one bathroom in the facility, with a flush toilet that can be used in privacy, a fixed basin with hot and cold running water, and a shower or bathtub with hot and cold running water. A group home may contain private or common bathrooms. However, no more than four residents can be required to share a bathroom.

- **Food Preparation and Service**: Group home units must contain a kitchen and dining area with adequate space to store, prepare, and serve food. The facilities for food preparation and service may be private or may be shared by the residents. The kitchen must contain a range, an oven, a refrigerator, and a sink with hot and cold running water. The sink must drain into an approvable public or private disposal system.

- **Space and Security**: Group homes must contain at least one bedroom of appropriate size for every two people, and a living room, kitchen, dining area, bathroom, and other appropriate social, recreational, or community space that may be shared with other residents.

- **Structure and Material**: To avoid any threat to the health and safety of the residents, group homes must be structurally sound. Elevators must be in good condition. Group homes must be accessible to and usable by residents with disabilities.

- **Site and Neighborhood**: Group homes must be located in a residential setting. The site and neighborhood should be reasonably free from hazards to the health, safety, and general welfare of the residents, and should not be subject to serious adverse conditions, such as:
  - Dangerous walks or steps
  - Instability
  - Flooding, poor drainage
  - Septic tank back-ups
  - Sewage hazards
  - Mud slides
  - Abnormal air pollution
  - Smoke or dust
  - Excessive noise
  - Vibrations or vehicular traffic
  - Excessive accumulations of trash
  - Vermin or rodent infestation, and
  - Fire hazards.

The housing quality standards applicable to lead-based paint do not apply.
PART IV: SHARED HOUSING
[24 CFR 982.615 through 982.618]

15-IV.A. OVERVIEW
Shared housing is a single housing unit occupied by an assisted family and another resident or residents. The shared unit consists of both common space for use by the occupants of the unit and separate private space for each assisted family.

An assisted family may share a unit with other persons assisted under the HCV program or with other unassisted persons. The owner of a shared housing unit may reside in the unit, but housing assistance may not be paid on behalf of the owner. The resident owner may not be related by blood or marriage to the assisted family.

If approved by DHA, a live-in aide may reside with the family to care for a person with disabilities. DHA 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.

When providing HCV assistance in shared housing, a separate lease and HAP contract are executed for each assisted family, and the standard form of the HAP contract is used.

15-IV.B. PAYMENT STANDARD, UTILITY ALLOWANCE AND HAP CALCULATION
The payment standard for a family in shared housing is the lower of the payment standard for the family unit size or the prorata share of the payment standard for the shared housing unit size.

The prorata share is calculated by dividing the number of bedrooms available for occupancy by the assisted family in the private space by the total number of bedrooms in the unit.

The HAP for a family in shared housing is the lower of the payment standard minus the TTP or the gross rent minus the TTP. The utility allowance for an assisted family living in shared housing is the prorata share of the utility allowance for the shared housing unit.

The rents paid for families living in shared housing are subject to generally applicable standards for rent reasonableness. The rent paid to the owner for the assisted family must not exceed the pro-rata portion of the reasonable rent for the shared unit. In determining reasonable rent, DHA should consider whether sanitary and food preparation areas are private or shared.

15-IV.C. HOUSING QUALITY STANDARDS
DHA may not give approval to reside in shared housing unless the entire unit, including the portion of the unit available for use by the assisted family under its lease, meets the housing quality standards.

HQS requirements described in Chapter 8 apply to shared housing except for the requirements stated below.

- **Facilities Available for the Family**: Facilities available to the assisted family, whether shared or private, must include a living room, a bathroom, and food preparation and refuse disposal facilities.
• *Space and Security:* The entire unit must provide adequate space and security for all assisted and unassisted residents. The private space for each assisted family must contain at least one bedroom for each two persons in the family. The number of bedrooms in the private space of an assisted family must not be less than the family unit size. A 0-bedroom or 1-bedroom unit may not be used for shared housing.

**PART V: COOPERATIVE HOUSING**

[24 CFR 982.619]

15-V.A. OVERVIEW

This part applies to rental assistance for a cooperative member residing in cooperative housing. It does not apply to assistance for a cooperative member who has purchased membership under the HCV homeownership option, or to rental assistance for a family that leases a cooperative housing unit from a cooperative member.

A cooperative is a form of ownership (nonprofit corporation or association) in which the residents purchase memberships in the ownership entity. Rather than being charged “rent” a cooperative member is charged a “carrying charge.”

When providing HCV assistance in cooperative housing, the standard form of the HAP contract is used.

15-V.B. PAYMENT STANDARD, UTILITY ALLOWANCE AND HAP CALCULATION

The payment standard and utility allowance are determined according to regular HCV program requirements.

The HAP for a cooperative housing unit is the lower of the payment standard minus the TTP or the monthly carrying charge for the unit, plus any utility allowance, minus the TTP. The monthly carrying charge includes the member’s share of the cooperative debt service, operating expenses, and necessary payments to cooperative reserve funds. The carrying charge does not include down payments or other payments to purchase the cooperative unit or to amortize a loan made to the family for this purpose.

15-V.C. HOUSING QUALITY STANDARDS

All standard HQS requirements apply to cooperative housing units. There are no additional HQS requirements.

**PART VI: MANUFACTURED HOMES**

[24 CFR 982.620 through 982.624]

15-VI.A. OVERVIEW

A manufactured home is a manufactured structure, transportable in one or more parts, that is built on a permanent chassis, and designed for use as a principal place of residence. HCV-assisted families may occupy manufactured homes in two different ways.
(1) A family can choose to rent a manufactured home already installed on a space and DHA must permit it. In this instance program rules are the same as when a family rents any other residential housing, except that there are special HQS requirements as provided in 15-VI.D below.

(2) HUD also permits an otherwise eligible family that owns a manufactured home to rent a space for the manufactured home and receive HCV assistance with the rent for the space. DHA may, but are not required to, provide assistance for such families.

15-VI.B. SPECIAL POLICIES FOR MANUFACTURED HOME OWNERS WHO LEASE A SPACE

Family Income
In determining the annual income of families leasing manufactured home spaces, the value of the family’s equity in the manufactured home in which the family resides is not counted as a family asset.

Lease and HAP Contract
There is a separate Tenancy Addendum (Form 52642-a) and separate HAP Contract (Form 52642) for this special housing type.

15-VI.C. PAYMENT STANDARD, UTILITY ALLOWANCE AND HAP CALCULATION

Payment Standards
The FMR for a manufactured home space is generally 40 percent of the published FMR for a 2-bedroom unit or, where approved by HUD, the 40th percentile of the rental distribution of manufactured home spaces for the FMR area. DHA may establish a payment standard for manufactured home spaces that is between 90-110 percent of the FMR for manufactured home spaces.

Utility Allowance
DHA must establish utility allowances for manufactured home space rental. For the first 12 months of the initial lease term only, the allowance must include an amount for a utility hook-up charge if the family actually incurred a hook-up charge because of a move. This allowance will not be given to a family that leases in place. Utility allowances for manufactured home space must not include the costs of digging a well or installing a septic system.

Space Rent
The space rent is the sum of the rent to the owner for the manufactured home space, any charges for maintenance and management provided by the owner, and the utility allowance for tenant-paid utilities.

Housing Assistance Payment
The HAP for a manufactured home space under the housing choice voucher program is the lower of the payment standard minus the TTP or the (gross) manufactured home space rent minus the TTP.
Rent Reasonableness

Initially, and annually thereafter DHA must determine that the rent for the manufactured home space is reasonable based on rents for comparable manufactured home spaces. DHA must consider the location and size of the space, and any services and maintenance to be provided by the owner. By accepting the monthly HAP check, the owner certifies that the rent does not exceed rents charged by the owner for comparable unassisted spaces in the manufactured home park or elsewhere.

15-VI.D. HOUSING QUALITY STANDARDS

Under either type of occupancy described in 15-VI.A above, the manufactured home must meet all HQS performance requirements and acceptability criteria discussed in Chapter 8 of this plan. In addition, the following requirement applies:

Manufactured Home Tie-Down

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. The 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 overturning and sliding.

PART VII: HOMEOWNERSHIP

[24 CFR 982.625 through 982.643]

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

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

DHA Policy

DHA has instituted a minimum homeowner down payment requirement of at least three percent of the purchase price, and requires that at least one percent of the purchase price come from the family’s personal resources.

There are two forms of homeownership assistance a DHA may offer under this option: monthly homeownership assistance payments, or a single down payment assistance grant. DHA may choose to offer either or both forms of homeownership assistance, or choose not to offer either. If a DHA offers both forms of assistance, a family must choose which form of assistance to receive.

DHA Policy

DHA will offer the monthly homeownership assistance payments to qualified families.
DHA must offer either form of homeownership assistance if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities. It is the sole responsibility of DHA to determine whether it is reasonable to implement a homeownership program as a reasonable accommodation. DHA must determine what is reasonable based on the specific circumstances and individual needs of the person with a disability. DHA may determine that it is not reasonable to offer homeownership assistance as a reasonable accommodation in cases where DHA has otherwise opted not to implement a homeownership program.

DHA 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.

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

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

DHA Policy

For disabled and elderly families, there will be no additional minimum income requirement. For non-disabled families, the minimum income requirement will be $18,000 per year. The requirements of 982.627 (c)(3) will be applicable.

- The family must have been admitted to the Housing Choice Voucher program.
- The family must qualify as a first-time homeowner, or may be a cooperative member.
- The family must meet the Federal minimum income requirement. The family must have a gross annual income equal to the Federal minimum wage multiplied by 2000, based on the income of adult family members who will own the home. DHA may establish a higher income standard for families. However, a family that meets the federal minimum income requirement (but not DHA's requirement) will be considered to meet the minimum income requirement if it can demonstrate that it has been pre-qualified or pre-approved for financing that is sufficient to purchase an eligible unit.
- For disabled families, the minimum income requirement is equal to the current SSI monthly payment for an individual living alone, multiplied by 12.
- For elderly or disabled families, welfare assistance payments for adult family members who will own the home will be included in determining whether the family meets the minimum income requirement. It will not be included for other families.
- The family must satisfy the employment requirements by demonstrating that one or more adult members of the family who will own the home at commencement of homeownership assistance is currently employed on a full-time basis (the term 'full-time employment' means not less than an average of 30 hours per week); and has been continuously so employed during the year before commencement of homeownership assistance for the family.
DHA Policy
DHA will count self-employment in a business when determining whether the family meets the employment requirement.

- The employment requirement does not apply to elderly and disabled families. In addition, if a family, other than an elderly or disabled family includes a person with disabilities, DHA must grant an exemption from the employment requirement if DHA determines that it is needed as a reasonable accommodation.

- The family has not defaulted on a mortgage securing debt to purchase a home under the homeownership option.

- Except for cooperative members who have acquired cooperative membership shares prior to commencement of homeownership assistance, no family member has a present ownership interest in a residence at the commencement of homeownership assistance for the purchase of any home.

- Except for cooperative members who have acquired cooperative membership shares prior to the commencement of homeownership assistance, the family has entered a contract of sale in accordance with 24 CFR 982.631(c).

DHA Policy
DHA will impose additional eligibility requirements. To be eligible to participate in the homeownership option, families must meet the following criteria:

- The family has had no family-caused violations of HUD’s Housing Quality Standards within the past year.
- The family is not within the initial one-year period of a HAP Contract.
- The family does not owe money to DHA.
- The family has not committed any serious or repeated violations of a DHA-assisted lease within the past year.

15-VII.C. SELECTION OF FAMILIES [24 CFR 982.626]
Unless otherwise provided (under the homeownership option), DHA may limit homeownership assistance to families or purposes defined by DHA, and may prescribe additional requirements for commencement of homeownership assistance for a family. Any such limits or additional requirements must be described in DHA administrative plan.

DHA Policy
DHA will administer up to 10 new homeownership units per year. DHA may exceed the number of units planned per year if it is necessary as a reasonable accommodation for a person with a disability. If this occurs, DHA may reduce the number of homeownership units offered in subsequent years.

If DHA limits the number of families that may participate in the homeownership option, DHA must establish a system by which to select families to participate.
DHA Policy

Families who have been participating in an economic self-sufficiency program for at least six months, or have graduated from such a program, will be given preference over other families. Elderly and disabled families will automatically be given this preference.

Within preference and non-preference categories, families will be selected according to the date and time their application for participation in the homeownership option is submitted to DHA.

All families must meet eligibility requirements as defined in Section 15-VII.B. of this plan.

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

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

- The unit must meet HUD’s “eligible housing” requirements. The unit may not be any of the following:
  - A public housing or Indian housing unit;
  - A unit receiving Section 8 project-based assistance;
  - A nursing home, board and care home, or facility providing continual psychiatric, medical or nursing services;
  - A college or other school dormitory;
  - On the grounds of penal, reformatory, medical, mental, or similar public or private institutions.
- The unit must be under construction or already exist at the time the family enters into the contract of sale.
- The unit must be a one-unit property or a single dwelling unit in a cooperative or condominium.
- The unit must have been inspected by DHA and by an independent inspector designated by the family.
- The unit must meet Housing Quality Standards (see Chapter 8).
- For a unit where the family will not own fee title to the real property (such as a manufactured home), the home must have a permanent foundation and the family must have the right to occupy the site for at least 40 years.

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

- DHA informs the family, both orally and in writing, that the family has the right to purchase any eligible unit and a DHA-owned unit is freely selected by the family without DHA pressure or steering;
- The unit is not ineligible housing;
- DHA obtains the services of an independent agency to inspect the unit for compliance with HQS, review the independent inspection report, review the contract of sale, determine the reasonableness of the sales price and any DHA provided financing. All of these actions must be completed in accordance with program requirements.

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

15-VII.E. ADDITIONAL DHA REQUIREMENTS FOR SEARCH AND PURCHASE [24 CFR 982.629]

It is the family’s responsibility to find a home that meets the criteria for voucher homeownership assistance. DHA may establish the maximum time that will be allowed for a family to locate and purchase a home, and may require the family to report on their progress in finding and purchasing a home. If the family is unable to purchase a home within the maximum time established by DHA, DHA may issue the family a voucher to lease a unit or place the family’s name on the waiting list for a voucher.

DHA Policy

The family will be allowed 120 days to identify a unit and submit a sales contract to DHA for review. The family will be allowed an additional 120 days to close on the home. DHA may grant extensions to either of these periods for good cause. The length of the extension(s) will be determined on a case-by-case basis, but in no case will an extension exceed a total of 125 days. The maximum amount of time a family will be given to locate and complete the purchase of a home under the homeownership option is 365 days.

During these periods, the family will continue to receive HCV rental assistance in accordance with any applicable lease and HAP contract until the family vacates the rental unit for its purchased home.

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

DHA Policy

The family will be required to report their progress on locating and purchasing a home to DHA every 30 days until the home is purchased.

DHA Policy

If the family cannot complete the purchase of a unit within the maximum required time frame, and is not receiving rental assistance under a HAP contract at the time the search and purchase time period expires, the family will be issued a voucher to lease a unit. In no case shall the family remain unassisted for a period exceeding 180 days.

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Before commencement of homeownership assistance for a family, the family must attend and satisfactorily complete the pre-assistance homeownership and housing counseling program required by DHA. HUD suggests the following topics for DHA-required pre-assistance counseling:

- Home maintenance (including care of the grounds);
- Budgeting and money management;
- Credit counseling;
- How to negotiate the purchase price of a home;
- How to obtain homeownership financing and loan pre-approvals, including a description of types of financing that may be available, and the pros and cons of different types of financing;
- How to find a home, including information about homeownership opportunities, schools, and transportation in DHA jurisdiction;
- Advantages of purchasing a home in an area that does not have a high concentration of low-income families and how to locate homes in such areas;
- Information on fair housing, including fair housing lending and local fair housing enforcement agencies; and
- Information about the Real Estate Settlement Procedures Act (12 U.S.C. 2601 et seq.) (RESPA), state and Federal truth-in-lending laws, and how to identify and avoid loans with oppressive terms and conditions.

DHA may adapt the subjects covered in pre-assistance counseling (as listed) to local circumstances and the needs of individual families.

DHA may also offer additional counseling after commencement of homeownership assistance (ongoing counseling). If DHA offers a program of ongoing counseling for participants in the homeownership option, DHA shall have discretion to determine whether the family is required to participate in the ongoing counseling.

**DHA Policy**

If required by DHA, families must attend and complete post-purchase ongoing homeownership counseling.

If DHA does not use a HUD-approved housing counseling agency to provide the counseling, DHA should ensure that its counseling program is consistent with the counseling provided under HUD’s Housing Counseling program.
15-VII.G. HOME INSPECTIONS, CONTRACT OF SALE, AND DHA DISAPPROVAL OF SELLER [24 CFR 982.631]

Home Inspections

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

**DHA Policy**

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

**DHA Policy**

While the family is receiving homeownership assistance, DHA will conduct an HQS inspection on an annual basis.

An independent professional inspector selected by and paid for by the family must also inspect the unit. The independent inspection must cover major building systems and components, including foundation and structure, housing interior and exterior, and the roofing, plumbing, electrical, and heating systems. The independent inspector must be qualified to report on property conditions, including major building systems and components.

DHA may not require the family to use an independent inspector selected by DHA. The independent inspector may not be a DHA employee or contractor, or other person under control of DHA. However, DHA may establish standards for qualification of inspectors selected by families under the homeownership option.

**DHA Policy**

The family must hire an independent professional inspector, whose report must be submitted to DHA for review. This inspector must be a member of the American Society of Home Inspectors (ASHI) or other recognized professional society, or licensed engineer. The inspector may not be a DHA employee.

DHA may disapprove a unit for assistance based on information in the independent inspector’s report, even if the unit was found to comply with HQS.

**DHA Policy**

DHA will review the professional report in a timely fashion and, based on the presence of major physical problems, may disapprove the purchase of the home.

If DHA disapproves the purchase of a home, the family will be notified in writing of the reasons for the disapproval.

Contract of Sale

Before commencement of monthly homeownership assistance payments or receipt of a down payment assistance grant, 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 DHA a copy of the contract of sale. 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 the purchaser is not obligated to pay for any necessary repairs; and
- Contain a certification from the seller that the seller has not been debarred, suspended, or subject to a limited denial of participation under CFR part 24.

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

15-VII.H. FINANCING [24 CFR 982.632]
DHA may establish requirements for financing purchase of a home under the homeownership option. This may include requirements concerning qualification of lenders, terms of financing, restrictions concerning debt secured by the home, lender qualifications, loan terms, and affordability of the debt. DHA must establish policies describing these requirements in the administrative plan.

DHA may not require that families acquire financing from one or more specified lenders, thereby restricting the family’s ability to secure favorable financing terms.

DHA Policy
As a check against predatory lending, DHA will review the financing of each purchase transaction, including estimated closing costs. DHA will review the loans for features, such as balloon payments, adjustable rate mortgages, and unusually high interest rates, all of which are prohibited. DHA also will not approve “seller financing” or “owner-held” mortgages. Beyond these basic criteria, DHA will rely on the lenders to determine that the loan will be affordable to program participants.

DHA Policy
The mortgage the family applies for must require a minimum down payment of at least 3% of the sales price with 1% of the down payment coming from the purchaser’s personal funds. DHA will not require that the family have any more than the minimum of 1% of their own money in the transaction. However, in cases where a lender is requiring a larger amount, the family may be held to the underwriting guidelines set by their lending institution.
DHA will approve a family’s request to utilize its Family Self-Sufficiency escrow account for down payment and/or closing costs when purchasing a unit under the HCV homeownership option.

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

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

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

The family must comply with the following obligations:

- The family must comply with the terms of the mortgage securing debt incurred to purchase the home, or any refinancing of such debt.
- The family may not convey or transfer ownership of the home, except for purposes of financing, refinancing, or pending settlement of the estate of a deceased family member. Use and occupancy of the home are subject to 24 CFR 982.551 (h) and (i).
- The family must supply information to DHA or HUD as specified in 24 CFR 982.551(b). The family must further supply any information required by DHA or HUD concerning mortgage financing or refinancing, sale or transfer of any interest in the home, or homeownership expenses.
- The family must notify DHA before moving out of the home.
- The family must notify DHA if the family defaults on the mortgage used to purchase the home.
- No family member may have any ownership interest in any other residential property.
- The family must comply with the obligations of a participant family described in 24 CFR 982.551, except for the following provisions which do not apply to assistance under the homeownership option: 24 CFR 982.551(c), (d), (e), (f), (g) and (j).

DHA Policy

Any HQS failed items noted on any inspection after the initial inspection will have to be corrected by the family within 30 calendar days as a condition of continued assistance.

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

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

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

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

• Has an ownership interest in the unit during the time that homeownership payments are made; or

• Is the spouse of any member of the household who has an ownership interest in the unit during the time homeownership payments are made.

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

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

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

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

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

In determining the amount of the homeownership assistance payment, DHA will use the same payment standard schedule, payment standard amounts, and subsidy standards as those described in elsewhere in this plan for the Housing Choice Voucher program.

DHA may pay the homeownership assistance payments directly to the family, or at DHA’s discretion, to a lender on behalf of the family. If the assistance payment exceeds the amount due to the lender, DHA must pay the excess directly to the family.

DHA Policy

DHA’s housing assistance payment will be paid directly to the lender unless the mortgage company refuses to accept payments from more than one source. In such case, DHA’s housing assistance payment will be paid directly to the family. If the assistance payment exceeds the amount due to the lender, DHA must pay the excess directly to the family.

Homeownership assistance for a family terminates automatically 180 calendar days after the last homeownership assistance payment on behalf of the family. However, a DHA may grant relief...
from this requirement in those cases where automatic termination would result in extreme hardship for the family.

**DHA Policy**

In order for DHA to consider granting relief from the requirement to automatically terminate homeownership assistance 180 days following DHA’s last housing assistance payment on behalf of the family, the family must submit a request to DHA at least 30 days prior to the date of automatic termination. The request must include an explanation of the circumstances that will cause an extreme hardship for the family (e.g., the imminent loss of income or employment) as well as documentation supporting the request. DHA will determine on a case-by-case basis whether to grant relief from the requirement and for what period of time. In no case will DHA postpone termination beyond an additional 90 days.

DHA must adopt policies for determining the amount of homeownership expenses to be allowed by DHA in accordance with HUD requirements.

**DHA Policy**

DHA will allow the following homeownership expenses:

**Monthly homeownership payment.** This includes principal and interest on initial mortgage debt, taxes and insurance, and any mortgage insurance premium, if applicable.

**Utility allowance.** DHA’s utility allowance for the unit, based on the current HCV utility allowance schedule.

**Monthly maintenance allowance.** The monthly maintenance allowance will be the annual maintenance allowance, divided by twelve. The annual maintenance allowance will be set at .5 percent of the purchase price of the home.

**Monthly major repair/replacement allowance.** The monthly major repair/replacement allowance will be the annual major repair/replacement allowance divided by 12. The annual major repair/replacement allowance will be set as a percentage of the purchase price of the home, based on the age of the home at the time of purchase and/or re-examination.

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<tr>
<th>Age of Home</th>
<th>% of purchase price allowed</th>
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<td>New to 20 years</td>
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<td>21 to 30 years</td>
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<td>31 to 40 years</td>
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<td>41 to 50 years</td>
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<td>51 years plus</td>
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**Monthly co-op/condominium assessments.** If applicable, the monthly amount of co-op or condominium association operation and maintenance assessments.

**Monthly principal and interest on debt for improvements.** Principal and interest for major home repair, replacements, or improvements, if applicable.

Homeownership expenses (not including cooperatives) only include amounts allowed by DHA to cover:

- Principal and interest on initial mortgage debt, any refinancing of such debt, and any mortgage insurance premium incurred to finance purchase of the home;
- Real estate taxes and public assessments on the home;
- Home insurance;
- DHA allowance for maintenance expenses;
- DHA allowance for costs of major repairs and replacements;
- DHA utility allowance for the home;
- Principal and interest on mortgage debt incurred to finance costs for major repairs, replacements or improvements for the home. If a member of the family is a person with disabilities, such debt may include debt incurred by the family to finance costs needed to make the home accessible for such person, if DHA determines that allowance of such costs as homeownership expenses is needed as a reasonable accommodation so that the homeownership option is readily accessible to and usable by such person;
- Land lease payments where a family does not own fee title to the real property on which the home is located; [see 24 CFR 982.628(b)].
- For a condominium unit, condominium operating charges or maintenance fees assessed by the condominium homeowner association.

Homeownership expenses for a cooperative member may only include amounts allowed by DHA to cover:

- The cooperative charge under the cooperative occupancy agreement including payment for real estate taxes and public assessments on the home;
- Principal and interest on initial debt incurred to finance purchase of cooperative membership shares and any refinancing of such debt;
- Home insurance;
- DHA allowance for maintenance expenses;
- DHA allowance for costs of major repairs and replacements;
- DHA utility allowance for the home; and
• Principal and interest on debt incurred to finance major repairs, replacements or improvements for the home. If a member of the family is a person with disabilities, such debt may include debt incurred by the family to finance costs needed to make the home accessible for such person, if DHA determines that allowance of such costs as homeownership expenses is needed as a reasonable accommodation so that the homeownership option is readily accessible to and usable by such person.

• Cooperative operating charges or maintenance fees assessed by the cooperative homeowner association.

15-VII.L. PORTABILITY [24 CFR 982.636, 982.637, 982.353(b) and (c), 982.552, 982.553]

Subject to the restrictions on portability included in HUD regulations and DHA policies, a family may exercise portability if the receiving DHA is administering a voucher homeownership program and accepting new homeownership families. The receiving DHA may absorb the family into its voucher program, or bill the initial DHA.

The family must attend the briefing and counseling sessions required by the receiving DHA. The receiving DHA will determine whether the financing for, and the physical condition of the unit, are acceptable. The receiving DHA must promptly notify the initial DHA if the family has purchased an eligible unit under the program, or if the family is unable to purchase a home within the maximum time established by DHA.

15-VII.M. MOVING WITH CONTINUED ASSISTANCE [24 CFR 982.637]

A family receiving homeownership assistance may move with continued tenant-based assistance. The family may move with voucher rental assistance or with voucher homeownership assistance. Continued tenant-based assistance for a new unit cannot begin so long as any family member holds title to the prior home.

**DHA Policy**

For families participating in the homeownership option, requests to move will be approved and/or denied in accordance with DHA policies in Chapter 10.

**DHA Policy**

DHA will require additional counseling of any families who move with continued assistance.

DHA may deny permission to move to a new unit with continued voucher assistance as follows:

• Lack of funding to provide continued assistance.

• At any time, DHA may deny permission to move with continued rental or homeownership assistance in accordance with 24 CFR 982.638, regarding denial or termination of assistance.

• In accordance with DHA’s policy regarding number of moves within a 12-month period.

DHA must deny the family permission to move to a new unit with continued voucher rental assistance if:

• The family defaulted on an FHA-insured mortgage; and
The family fails to demonstrate that the family has conveyed, or will convey, title to the home, as required by HUD, to HUD or HUD’s designee; and the family has moved, or will move, from the home within the period established or approved by HUD.

**15-VII.N. DENIAL OR TERMINATION OF ASSISTANCE [24 CFR 982.638]**

At any time, DHA may deny or terminate homeownership assistance in accordance with HCV program requirements in 24 CFR 982.552 (Grounds for denial or termination of assistance) or 24 CFR 982.553 (Crime by family members).

DHA may also deny or terminate assistance for violation of participant obligations described in 24 CFR Parts 982.551 or 982.633 and in accordance with its own policy.

**DHA Policy**

DHA will terminate a family’s homeownership assistance if the family violates any of the homeowner obligations listed in Section 1, as well as for any of the reasons listed in Section 2 of form HUD-52649, Statement of Homeowner Obligations Housing Choice Homeownership Voucher Program.

In making its decision to terminate homeownership assistance, DHA will consider alternatives as described in Section 12-II.C and other factors described in Section 12-II.D. Upon consideration of such alternatives and factors, DHA may, on a case-by-case basis, choose not to terminate assistance.

Termination notices will be sent in accordance with the requirements and policies set forth in Section 12-II.F.

DHA must terminate voucher homeownership assistance for any member of family receiving homeownership assistance that is dispossessed from the home pursuant to a judgment or order of foreclosure on any mortgage (whether FHA insured or non-FHA) securing debt incurred to purchase the home, or any refinancing of such debt.
Chapter 16

PROGRAM ADMINISTRATION

INTRODUCTION
This chapter discusses administrative policies and practices that are relevant to the activities covered in this plan. The policies are discussed in seven parts as described below:

Part I: Administrative Fee Reserve. This part describes DHA’s policies with regard to oversight of expenditures from its administrative fee reserve.

Part II: Setting Program Standards and Schedules. This part describes what payment standards are, and how they are updated, as well as how utility allowances are established and revised.

Part III: Informal Reviews and Hearings. This part outlines the requirements and procedures for informal reviews and hearings, and for informal hearings regarding citizenship status.

Part IV: Owner or Family Debts to DHA. This part describes policies for recovery of monies that DHA has overpaid on behalf of families, or to owners, and describes the circumstances under which DHA will offer repayment agreements to owners and families. Also discussed are the consequences for failure to make payments in accordance with a repayment agreement.

Part V: Section 8 Management Assessment Program (SEMAP). This part describes what the SEMAP scores represent, how they are established, and how those scores affect a DHA.

Part VI: Record-Keeping. All aspects of the program involve certain types of record-keeping. This part outlines the privacy rights of applicants and participants and record retention policies DHA will follow.

Part VII: Reporting and Record Keeping for Children with Environmental Intervention Blood Lead Level. This part describes DHA’s responsibilities for reporting, data collection, and record keeping relative to children with environmental intervention blood lead levels that are less than six years of age, and are receiving HCV assistance.

Part VIII: Determination of Insufficient Funding. This part describes DHA’s policies for determining if there is sufficient funding to issue vouchers, to approve moves to higher cost units or areas, and to continue assistance for all participant families.
PART I: ADMINISTRATIVE FEE RESERVE [24 CFR 982.155]

DHA must maintain an administrative fee reserve for the program to pay program administrative expenses in excess of administrative fees paid by HUD for a DHA fiscal year. If funds in the administrative fee reserve are not needed to cover DHA administrative expenses, DHA may use these funds for other housing purposes permitted by Federal, State and local law.

If DHA has not adequately administered any Section 8 program, HUD may prohibit use of funds in the administrative fee reserve, and may direct DHA to use funds in the reserve to improve administration of the program or to reimburse ineligible expenses. HUD also may prohibit use of the funds for certain purposes.

HUD requires DHA Board of Commissioners or other authorized officials to establish the maximum amount that may be charged against the administrative fee reserve without specific approval.

DHA Policy
Expenditures from the administrative fee reserve will be made in accordance with all applicable Federal requirements. Expenditures will not exceed $10,000 per occurrence without the prior approval of DHA’s Board of Commissioners.

PART II: SETTING PROGRAM STANDARDS AND SCHEDULES

16-II.A. OVERVIEW

Although many of the program’s requirements are established centrally by HUD, the HCV program’s regulations recognize that some flexibility is required to allow DHA to adapt the program to local conditions. This part discusses how DHA establishes and updates certain schedules and standards that are used to administer the program locally. Details about how these schedules are applied to individual families are provided in other chapters. The schedules and standards discussed here include:

- Payment Standards, which dictate the maximum subsidy a family can receive (application of the payment standards is discussed in Chapter 6); and
- Utility Allowances, which specify how a family’s payment should be adjusted to account for tenant-paid utilities (application of utility allowances is discussed in Chapter 6).

DHA Policy
Copies of the payment standard and utility allowance schedules are available for review in DHA’s offices during normal business hours.

Families, owners, and members of the public may submit written comments on the schedules discussed in this part, at any time, for consideration during the next revision cycle.

DHA will maintain documentation to support its annual review of payment standards and utility allowance schedules. This documentation will be retained for at least 3 years.
16-II.B. PAYMENT STANDARDS [24 CFR 982.503; HCV GB, Chapter 7]
The payment standard sets the maximum subsidy payment a family can receive from DHA each month [24 CFR 982.505(a)]. Payment standards are based on fair market rents (FMRs) published annually by HUD. FMRs are set at a percentile within the rent distribution of standard quality rental housing units in each FMR area. For most jurisdictions FMRs are set at the 40th percentile of rents in the market area.

DHA must establish a payment standard schedule that establishes payment standard amounts for each FMR area within DHA’s jurisdiction, and for each unit size within each of the FMR areas. For each unit size, DHA may establish a single payment standard amount for the whole FMR area, or may set different payment standards for different parts of the FMR area. Unless HUD grants an exception, DHA is required to establish a payment standard within a “basic range” established by HUD – between 90 and 110 percent of the published FMR for each unit size.

Updating Payment Standards
When HUD updates its FMRs, DHA must update its payment standards if the standards are no longer within the basic range [24 CFR 982.503(b)]. HUD may require DHA to make further adjustments if it determines that rent burdens for assisted families in DHA’s jurisdiction are unacceptably high 24 CFR 982.503(g)].

DHA Policy
DHA will review the appropriateness of the payment standards on an annual basis when the new FMR is published. In addition to ensuring the payment standards are always within the “basic range” DHA will consider the following factors when determining whether an adjustment should be made to the payment standard schedule:

Funding Availability: DHA will review the budget to determine the impact projected subsidy adjustments will have on funding available for the program and the number of families served. DHA will compare the number of families who could be served under revised payment standard amounts with the number assisted under current payment standard amounts.

Rent Burden of Participating Families: Rent burden will be determined by identifying the percentage of families, for each unit size, that are paying more than 30 percent of their monthly adjusted income as the family share. When 40 percent or more of families, for any given unit size, are paying more than 30 percent of adjusted monthly income as the family share, DHA will consider increasing the payment standard. In evaluating rent burdens, DHA will not include families renting a larger unit than their family unit size.

Quality of Units Selected: DHA 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.

Changes in Rent to Owner: DHA may review a sample of the units to determine how often owners are increasing or decreasing rents and the average percent of increases/decreases by bedroom size.

Unit Availability: DHA will review the availability of units for each unit size, particularly in areas with low concentrations of poor and minority families.

Lease-up Time and Success Rate: DHA will consider the percentage of families that are unable to locate suitable housing before the voucher expires and whether families are leaving the jurisdiction to find affordable housing.

Changes to payment standard amounts will be effective on December 1st of every year unless, based on the proposed FMRs, it appears that one or more of DHA’s current payment standard amounts will be outside the basic range when the final FMRs are published. In that case, the PHAs payment standards will be effective October 1st instead of December 1st.

If DHA has already processed reexaminations that will be effective on or after October 1st, and the effective date of the payment standards is October 1st, DHA will make retroactive adjustments to any such reexaminations if the new payment standard amount is higher than the one used by DHA at the time the reexamination was originally processed.

Exception Payment Standards [982.503(c)]
DHA must request HUD approval to establish payment standards that are higher than the basic range. At HUD’s sole discretion, HUD may approve a payment standard amount that is higher than the basic range for a designated part of the FMR area. HUD may approve an exception payment standard amount (in accordance with program requirements) for all units, or for all units of a given size, leased by program families in the exception area. Any DHA with jurisdiction in the exception area may use the HUD-approved exception payment standard amount. The total population of all HUD-approved exception areas in an FMR area may not include more than 50 percent of the population of the FMR area.

Unit-by-Unit Exceptions [24 CFR 982.503(c)(2)(ii)]
Unit-by-unit exceptions to DHA’s payment standards generally are not permitted. However, an exception may be made as a reasonable accommodation for a family that includes a person with disabilities. (See Chapter 2 for a discussion of reasonable accommodations.) This type of exception does not affect DHA’s payment standard schedule.

When needed as a reasonable accommodation, DHA may make an exception to the payment standard without HUD approval if the exception amount does not exceed 110 percent of the applicable FMR for the unit size [HCV GB 7-9]. DHA may request HUD approval for an exception to the payment standard for a particular family if the required amount falls between 110 and 120 percent of the FMR.
DHA Policy
A family that requires a reasonable accommodation may request a higher payment standard at the time the Request for Tenancy Approval (RFTA) is submitted. The family must document the need for the exception. In order to approve an exception, or request an exception from HUD, DHA must determine that:

There is a shortage of affordable units that would be appropriate for the family;
The family's TTP would otherwise exceed 40 percent of adjusted monthly income; and

The rent for the unit is reasonable.

"Success Rate" Payment Standard Amounts [24 CFR 982.503(e)]
If a substantial percentage of families have difficulty finding a suitable unit, DHA may request a “success rate payment standard” that applies to the entire jurisdiction. If approved by HUD, a success rate payment standard allows DHA to set its payment standards at 90-110 percent of a higher FMR (the 50th, rather than the 40th percentile FMR). To support the request, DHA must demonstrate that during the most recent 6-month period for which information is available:

- Fewer than 75 percent of families who were issued vouchers became participants;
- DHA had established payment standards for all unit sizes, and for the entire jurisdiction, at 110 percent of the published FMR; and
- DHA had a policy of allowing voucher holders who made sustained efforts to locate units at least 90 days to search for a unit.

Although HUD approves the success rate payment standard for all unit sizes in the FMR area, DHA may choose to adjust the payment standard for only some unit sizes in all, or a designated part, of DHA’s jurisdiction within the FMR area.

Decreases in the Payment Standard Below the Basic Range [24 CFR 982.503(d)]
DHA must request HUD approval to establish a payment standard amount that is lower than the basic range. At HUD’s sole discretion, HUD may approve establishment of a payment standard lower than the basic range. HUD will not approve a lower payment standard if the family share for more than 40 percent of program participants exceeds 30 percent of adjusted monthly income.

16-II.C. UTILITY ALLOWANCES [24 CFR 982.517]
A DHA-established utility allowance schedule is used in determining family share and DHA subsidy. DHA must maintain a utility allowance schedule for (1) all tenant-paid utilities, (2) the cost of tenant-supplied refrigerators and ranges, and (3) other tenant-paid housing services such as trash collection.

The utility allowance schedule must be determined 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. In developing the schedule, DHA must use normal patterns of consumption for the community as a whole, and current utility rates.

The utility allowance must include the utilities and services that are necessary in the locality to provide housing that complies with housing quality standards. Costs for telephone, cable/satellite television, and internet services are not included in the utility allowance schedule.

In the utility allowance schedule, DHA must classify utilities and other housing services according to the following general categories: space heating; air conditioning; cooking; water heating; water; sewer; trash collection; other electric; cost of tenant-supplied refrigerator; cost of tenant-supplied range; and other specified housing services.

The cost of each utility and housing service must be stated separately by unit size and type. Chapter 18 of the HCV Guidebook provides detailed guidance to DHA about establishing utility allowance schedules.

**Air Conditioning**
An allowance for air-conditioning must be provided when the majority of housing units in the market have central air-conditioning or are wired for tenant-installed air conditioners.

**DHA Policy**
DHA has included an allowance for air-conditioning in its schedule. Central air-conditioning or a portable air conditioner must be present in a unit before DHA will apply this allowance to a family’s rent and subsidy calculations.

**Reasonable Accommodation**
HCV program regulations require a DHA to approve a utility allowance amount higher than shown on DHA’s schedule if a higher allowance is needed as a reasonable accommodation for a family member with a disability. For example, if a family member with a disability requires such an accommodation, DHA will approve an allowance for air-conditioning, even if DHA has determined that an allowance for air-conditioning generally is not needed (See Chapter 2 for policies regarding the request and approval of reasonable accommodations).

**Utility Allowance Revisions**
DHA must review its schedule of utility allowances each year, and must revise the schedule if there has been a change of 10 percent or more in any utility rate since the last time the allowance for that utility was revised.

DHA must maintain information supporting its annual review of utility allowance and any revisions made in its utility allowance schedule.

**PART III: INFORMAL REVIEWS AND HEARINGS**

**16-III.A. OVERVIEW**
When DHA makes a decision that has a negative impact on a family, the family is often entitled to appeal the decision. For applicants, the appeal takes the form of an informal review; for participants, or for applicants denied admission because of citizenship issues, the appeal takes the form of an informal hearing.
PHAs are required to include in their administrative plans, informal review procedures for applicants, and informal hearing procedures for participants [24 CFR 982.54(d)(12) and (13)].

16-III.B. INFORMAL REVIEWS

Informal reviews are provided for program applicants. An applicant is someone who has applied for admission to the program, but is not yet a participant in the program. Informal reviews are intended to provide a “minimum hearing requirement” [24 CFR 982.554], and need not be as elaborate as the informal hearing requirements. (Federal Register Volume 60, No. 127, p 36490).

Decisions Subject to Informal Review

DHA must give an applicant the opportunity for an informal review of a decision denying assistance [24 CFR 982.554(a)]. Denial of assistance may include any or all of the following [24 CFR 982.552(a)(2)]:

- Denying listing on DHA waiting list
- Denying or withdrawing a voucher
- Refusing to enter into a HAP contract or approve a lease
- Refusing to process or provide assistance under portability procedures
- Denial of assistance based on an unfavorable history that may be the result of domestic violence, dating violence or stalking. (See Section 3-III.G.)

Informal reviews are *not* required for the following reasons [24 CFR 982.554(c)]:

- Discretionary administrative determinations by DHA
- General policy issues or class grievances
- A determination of the family unit size under DHA subsidy standards
- A DHA determination not to grant approval of the tenancy
- A DHA determination that the unit is not in compliance with the HQS
- A DHA determination that the unit is not in accordance with the HQS due to family size or composition

DHA Policy

DHA will only offer an informal review to applicants for whom assistance is being denied. Denial of assistance includes: denying listing on DHA waiting list; denying or withdrawing a voucher; refusing to enter into a HAP contract or approve a lease; refusing to process or provide assistance under portability procedures.

Notice to the Applicant [24 CFR 982.554(a)]

DHA must give an applicant prompt notice of a decision denying assistance. The notice must contain a brief statement of the reasons for DHA decision, and must also state that the applicant may request an informal review of the decision. The notice must describe how to obtain the informal review.
Scheduling an Informal Review

DHA Policy
A request for an informal review must be made in writing and delivered to DHA either in person or by first class mail, by the close of the business day, no later than 10 business days from the date of DHA’s denial of assistance.
Except as provided in Section 3-III.G, DHA must schedule and send written notice of the informal review within 10 business days of the family’s request.

Informal Review Procedures [24 CFR 982.554(b)]

DHA Policy
The informal review must be conducted by a person other than the one who made or approved the decision under review, or a subordinate of this person.

The applicant must be provided an opportunity to present written or oral objections to the decision of DHA.

The person conducting the review will make a recommendation to DHA, but DHA is responsible for making the final decision as to whether assistance should be granted or denied.

Informal Review Decision [24 CFR 982.554(b)]
DHA must notify the applicant of DHA’s final decision, including a brief statement of the reasons for the final decision.

DHA Policy
In rendering a decision, DHA will evaluate the following matters:

Whether or not the grounds for denial were stated factually in the Notice.

The validity of grounds for denial of assistance. If the grounds for denial are not specified in the regulations, then the decision to deny assistance will be overturned.

The validity of the evidence. DHA will evaluate whether the facts presented prove the grounds for denial of assistance. If the facts prove that there are grounds for denial, and the denial is required by HUD, DHA will uphold the decision to deny assistance.

If the facts prove the grounds for denial, and the denial is discretionary, DHA will consider the recommendation of the person conducting the informal review in making the final decision whether to deny assistance.
DHA will notify the applicant of the final decision, including a statement explaining the reason(s) for the decision. The notice will be mailed within 10 business days of the informal review, to the applicant and his or her representative, if any, along with proof of mailing.

If the decision to deny is overturned as a result of the informal review, processing for admission will resume.

If the family fails to appear for their informal review, the denial of admission will stand and the family will be so notified.

DHA must offer an informal hearing for certain DHA determinations relating to the individual circumstances of a participant family. A participant is defined as a family that has been admitted to DHA’s HCV program and is currently assisted in the program. The purpose of the informal hearing is to consider whether DHA’s decisions related to the family’s circumstances are in accordance with the law, HUD regulations and DHA policies.

DHA is not permitted to terminate a family’s assistance until the time allowed for the family to request an informal hearing has elapsed, and any requested hearing has been completed. Termination of assistance for a participant may include any or all of the following:

- Refusing to enter into a HAP contract or approve a lease
- Terminating housing assistance payments under an outstanding HAP contract
- Refusing to process or provide assistance under portability procedures

Decisions Subject to Informal Hearing
Circumstances for which DHA must give a participant family an opportunity for an informal hearing are as follows:

- A determination of the family’s annual or adjusted income, and the use of such income to compute the housing assistance payment
- A determination of the appropriate utility allowance (if any) for tenant-paid utilities from DHA utility allowance schedule
- A determination of the family unit size under DHA’s subsidy standards
- A determination that a certificate program family is residing in a unit with a larger number of bedrooms than appropriate for the family unit size under DHA’s subsidy standards, or DHA determination to deny the family’s request for exception from the standards
- A determination to terminate assistance for a participant family because of the family’s actions or failure to act
• A determination to terminate assistance because the participant has been absent from the assisted unit for longer than the maximum period permitted under DHA policy and HUD rules

• A determination to terminate a family’s Family Self Sufficiency contract, withhold supportive services, or propose forfeiture of the family’s escrow account [24 CFR 984.303(i)]

• A determination to deny admission based on an unfavorable history that may be the result of domestic violence, dating violence, or stalking.

Circumstances for which an informal hearing is not required are as follows:

• Discretionary administrative determinations by DHA

• General policy issues or class grievances

• Establishment of DHA schedule of utility allowances for families in the program

• A DHA determination not to approve an extension or suspension of a voucher term

• A DHA determination not to approve a unit or tenancy

• A DHA determination that a unit selected by the applicant is not in compliance with the HQS

• A DHA determination that the unit is not in accordance with HQS because of family size

• A determination by DHA to exercise or not to exercise any right or remedy against an owner under a HAP contract

DHA Policy
DHA will offer participants the opportunity for an informal hearing in accordance with the regulations.

Informal Hearing Procedures
Notice to the Family [24 CFR 982.555(c)]
When DHA makes a decision that is subject to informal hearing procedures, DHA must inform the family of its right to an informal hearing at the same time that it informs the family of the decision.

For decisions related to the family’s annual or adjusted income, the determination of the appropriate utility allowance, and the determination of the family unit size, DHA must notify the family that they may ask for an explanation of the basis of the determination, and that if they do not agree with the decision, they may request an informal hearing on the decision.

For decisions related to the termination of the family’s assistance, or the denial of a family’s request for an exception to DHA’s subsidy standards, the notice must contain a brief statement of the reasons for the decision, a statement that if the family does not agree with the decision, the family may request an informal hearing on the decision, and a statement of the deadline for the family to request an informal hearing.

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DHA Policy
In cases where DHA makes a decision for which an informal hearing must be offered, the notice to the family will include all of the following:

The proposed action or decision of DHA.

A brief statement of the reasons for the decision including the regulatory reference.

The date the proposed action will take place.

A statement of the family’s right to an explanation of the basis for DHA’s decision.
A statement that if the family does not agree with the decision the family may request an informal hearing of the decision.

A deadline for the family to request the informal hearing.

To whom the hearing request should be addressed.

A copy of DHA’s hearing procedures.

Scheduling an Informal Hearing [24 CFR 982.555(d)]
When an informal hearing is required, DHA must proceed with the hearing in a reasonably expeditious manner upon the request of the family.

DHA Policy
A request for an informal hearing must be made in writing and delivered to DHA either in person or by first class mail, by the close of the business day, no later than 10 business days from the date of DHA’s decision or notice to terminate assistance.

DHA must schedule and send written notice of the informal hearing to the family within 10 business days of the family’s request.

The family may request to reschedule a hearing for good cause, or if it is needed as a reasonable accommodation for a person with disabilities. Good cause is defined as an unavoidable conflict which seriously affects the health, safety or welfare of the family. Requests to reschedule a hearing must be made orally or in writing prior to the hearing date. At its discretion, DHA may request documentation of the “good cause” prior to rescheduling the hearing.

If the family does not appear at the scheduled time, and was unable to reschedule the hearing in advance due to the nature of the conflict, the family must contact DHA within 24 hours of the scheduled hearing date, excluding weekends and holidays. The
DHA will reschedule the hearing only if the family can show good cause for the failure to appear, or if it is needed as a reasonable accommodation for a person with disabilities.

**Pre-Hearing Right to Discovery [24 CFR 982.555(e)]**
Participants and DHA are permitted pre-hearing discovery rights. The family must be given the opportunity to examine before the hearing any DHA documents that are directly relevant to the hearing. The family must be allowed to copy any such documents at their own expense. If DHA does not make the document available for examination on request of the family, DHA may not rely on the document at the hearing.

DHA hearing procedures may provide that DHA must be given the opportunity to examine at DHA offices before the hearing, any family documents that are directly relevant to the hearing. DHA must be allowed to copy any such document at DHA’s expense. If the family does not make the document available for examination on request of DHA, the family may not rely on the document at the hearing.

For the purpose of informal hearings, *documents* include records and regulations.

**DHA Policy**
The family will be allowed to copy any documents related to the hearing at a cost of $.25 per page. The family must request discovery of DHA documents no later than 12:00 p.m. on the business day prior to the scheduled hearing date.

DHA must be given an opportunity to examine at DHA offices before the hearing any family documents that are directly relevant to the hearing. Whenever a participant requests an informal hearing, DHA will automatically mail a letter to the participant requesting a copy of all documents that the participant intends to present or utilize at the hearing. The participant must make the documents available no later than 12:00 pm on the business day prior to the scheduled hearing date.

**Participant’s Right to Bring Counsel [24 CFR 982.555(e)(3)]**
At its own expense, the family may be represented by a lawyer or other representative at the informal hearing.

**Informal Hearing Officer [24 CFR 982.555(e)(4)]**
Informal hearings will be conducted by a person or persons approved by DHA, other than the person who made or approved the decision or a subordinate of the person who made or approved the decision.

**DHA Policy**
DHA will contract with local professional mediators to serve as hearing officers.
**Attendance at the Informal Hearing**

**DHA Policy**
Hearings may be attended by a hearing officer and the following applicable persons:

- A DHA representative(s) and any witnesses for DHA
- The participant and any witnesses for the participant
- The participant’s counsel or other representative
- Any other person approved by DHA as a reasonable accommodation for a person with a disability

**Conduct at Hearings**
The person who conducts the hearing may regulate the conduct of the hearing in accordance with DHA’s hearing procedures [24 CFR 982.555(4)(ii)].

**DHA Policy**
The hearing officer is responsible to manage the order of business and to ensure that hearings are conducted in a professional and businesslike manner. Attendees are expected to comply with all hearing procedures established by the hearing officer and guidelines for conduct. Any person demonstrating disruptive, abusive or otherwise inappropriate behavior will be excused from the hearing at the discretion of the hearing officer.

**Evidence [24 CFR 982.555(e)(5)]**
DHA and the family must be given the opportunity to present evidence and question any witnesses. In general, all evidence is admissible at an informal hearing. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

**DHA Policy**
Any evidence to be considered by the hearing officer must be presented at the time of the hearing. There are four categories of evidence.

**Oral evidence**: the testimony of witnesses

**Documentary evidence**: a writing which is relevant to the case, for example, a letter written to DHA. Writings include all forms of recorded communication or representation, including letters, words, pictures, sounds, videotapes or symbols or combinations thereof.

**Demonstrative evidence**: Evidence created specifically for the hearing and presented as an illustrative aid to assist the hearing officer, such as a model, a chart or other diagram.
Real evidence: A tangible item relating directly to the case.

Hearsay Evidence is evidence of a statement that was made other than by a witness while testifying at the hearing and that is offered to prove the truth of the matter. Even though evidence, including hearsay, is generally admissible, hearsay evidence alone cannot be used as the sole basis for the hearing officer’s decision.

If either DHA or the family fail to comply with the discovery requirements described above, the hearing officer will refuse to admit such evidence.

Other than the failure of a party to comply with discovery, the hearing officer has the authority to overrule any objections to evidence.

Hearing Officer’s Decision [24 CFR 982.555(e)(6)]
The person who conducts the hearing must issue a written decision, stating briefly the reasons for the decision. Factual determinations relating to the individual circumstances of the family must be based on a preponderance of evidence presented at the hearing. A copy of the hearing must be furnished promptly to the family.

DHA Policy
In rendering a decision, the hearing officer will consider the following matters:

DHA Notice to the Family: The hearing officer will determine if the reasons for DHA’s decision are factually stated in the Notice.

Discovery: The hearing officer will determine if DHA and the family were given the opportunity to examine any relevant documents in accordance with DHA policy.

DHA Evidence to Support DHA Decision: The evidence consists of the facts presented. Evidence is not conclusion and it is not argument. The hearing officer will evaluate the facts to determine if they support DHA’s conclusion.

Validity of Grounds for Termination of Assistance (when applicable): The hearing officer will determine if the termination of assistance is for one of the grounds specified in the HUD regulations and DHA policies. If the grounds for termination are not specified in the regulations or in compliance with DHA policies, then the decision of DHA will be overturned.

The hearing officer will issue a written decision to the family and DHA no later than 10 business days after the hearing. The report will contain the following information:
Hearing information:

- Name of the participant;
- Date, time and place of the hearing;
- Name of the hearing officer;
- Name of DHA representative; and
- Name of family representative (if any).

Background: A brief, impartial statement of the reason for the hearing.

Summary of the Evidence: The hearing officer will summarize the testimony of each witness and identify any documents that a witness produced in support of his/her testimony and that are admitted into evidence.

Findings of Fact: The hearing officer will include all findings of fact, based on a preponderance of the evidence. Preponderance of the evidence is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. Preponderance of the evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

Conclusions: The hearing officer will render a conclusion derived from the facts that were found to be true by a preponderance of the evidence. The conclusion will result in a determination of whether these facts uphold DHA’s decision.

Order: The hearing report will include a statement of whether DHA’s decision is upheld or overturned. If it is overturned, the hearing officer will instruct DHA to change the decision in accordance with the hearing officer’s determination. In the case of termination of assistance, the hearing officer will instruct DHA to restore the participant’s program status.

Procedures for Rehearing or Further Hearing

DHA Policy
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 DHA will take effect and another hearing will not be granted.
In addition, within 10 business days after the date the hearing officer’s report is mailed to DHA and the participant, DHA or the participant may request a rehearing or a further hearing. Such request must be made in writing and postmarked or hand-delivered to the hearing officer and to the other party within the 10 business day period. The request must demonstrate cause, supported by specific references to the hearing officer’s report, why the request should be granted.

A rehearing or a further hearing may be requested for the purpose of rectifying any obvious mistake of law made during the hearing or any obvious injustice not known at the time of the hearing.

It shall be within the sole discretion of DHA to grant or deny the request for further hearing or rehearing. A further hearing may be limited to written submissions by the parties, in the manner specified by the hearing officer.

**DHA Notice of Final Decision [24 CFR 982.555(f)]**
DHA is not bound by the decision of the hearing officer for matters in which DHA is not required to provide an opportunity for a hearing, decisions that exceed the authority of the hearing officer, decisions that conflict with or contradict HUD regulations, requirements, or are otherwise contrary to Federal, State or local laws.

If DHA determines it is not bound by the hearing officer’s decision in accordance with HUD regulations, DHA must promptly notify the family of the determination and the reason for the determination.

**DHA Policy**
DHA will mail a “Notice of Final Decision” including the hearing officer’s report, to the participant and their representative. This Notice will be sent by first-class mail, postage pre-paid with an affidavit of mailing enclosed. The participant will be mailed the original “Notice of Final Decision” and a copy of the proof of mailing. A copy of the “Notice of Final Decision” along with the original proof mailing will be maintained in DHA’s file.

**16-III.D. HEARING AND APPEAL PROVISIONS FOR NON-CITIZENS [24 CFR 5.514]**
Denial or termination of assistance based on immigration status is subject to special hearing and notice rules. Applicants who are denied assistance due to immigration status are entitled to an informal hearing, not an informal review.

Assistance to a family may not be delayed, denied, or terminated on the basis of immigration status at any time prior to a decision under the United States Citizenship and Immigration Services (USCIS) appeal process. Assistance to a family may not be terminated or denied while DHA hearing is pending, but assistance to an applicant may be delayed pending the completion of the informal hearing.
A decision against a family member, issued in accordance with the USCIS appeal process or DHA informal hearing process, does not preclude the family from exercising the right, that may otherwise be available, to seek redress directly through judicial procedures.

**Notice of Denial or Termination of Assistance [24 CFR 5.514(d)]**

As discussed in Chapters 3 and 11, the notice of denial or termination of assistance for noncitizens must advise the family:

- That financial assistance will be denied or terminated, and provide a brief explanation of the reasons for the proposed denial or termination of assistance.
- The family may be eligible for proration of assistance.
- In the case of a participant, the criteria and procedures for obtaining relief under the provisions for preservation of families [24 CFR 5.514 and 5.518].
- That the family has a right to request an appeal to the USCIS of the results of secondary verification of immigration status and to submit additional documentation or explanation in support of the appeal.
- That the family has a right to request an informal hearing with DHA either upon completion of the USCIS appeal or in lieu of the USCIS appeal.
- For applicants, assistance may not be delayed until the conclusion of the USCIS appeal process, but assistance may be delayed during the period of the informal hearing process.

**USCIS Appeal Process [24 CFR 5.514(e)]**

When DHA receives notification that the USCIS secondary verification failed to confirm eligible immigration status, DHA must notify the family of the results of the USCIS verification. The family will have 30 days from the date of the notification to request an appeal of the USCIS results. The request for appeal must be made by the family in writing directly to the USCIS. The family must provide DHA with a copy of the written request for appeal and the proof of mailing.

**DHA Policy**

DHA will notify the family in writing of the results of the USCIS secondary verification within 10 business days of receiving the results.

The family must provide DHA with a copy of the written request for appeal and proof of mailing within 10 business days of sending the request to the USCIS.

The family must forward to the designated USCIS office any additional documentation or written explanation in support of the appeal. This material must include a copy of the USCIS document verification request (used to process the secondary request) or such other form specified by the USCIS, and a letter indicating that the family is requesting an appeal of the USCIS immigration status verification results.
The USCIS will notify the family, with a copy to DHA, of its decision. When the USCIS notifies DHA of the decision, DHA must notify the family of its right to request an informal hearing.

**DHA Policy**
DHA will send written notice to the family of its right to request an informal hearing within 10 business days of receiving notice of the USCIS decision regarding the family’s immigration status.

**Informal Hearing Procedures for Applicants [24 CFR 5.514(f)]**
After notification of the USCIS decision on appeal, or in lieu of an appeal to the USCIS, the family may request that DHA provide a hearing. The request for a hearing must be made either within 30 days of receipt of DHA notice of denial, or within 30 days of receipt of the USCIS appeal decision.

The informal hearing procedures for applicant families are described below.

**Informal Hearing Officer**
DHA must provide an informal hearing before an impartial individual, other than a person who made or approved the decision under review, and other than a person who is a subordinate of the person who made or approved the decision. See Section 16-III.C. for a listing of positions that serve as informal hearing officers.

**Evidence**
The family must be provided the opportunity to examine and copy at the family’s expense, at a reasonable time in advance of the hearing, any documents in the possession of DHA pertaining to the family’s eligibility status, or in the possession of the USCIS (as permitted by USCIS requirements), including any records and regulations that may be relevant to the hearing.

**DHA Policy**
The family will be allowed to copy any documents related to the hearing at a cost of $.25 per page. The family must request discovery of DHA documents no later than 12:00 p.m. on the business day prior to the hearing.

The family must be provided the opportunity to present evidence and arguments in support of eligible status. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

The family must also be provided the opportunity to refute evidence relied upon by DHA, and to confront and cross-examine all witnesses on whose testimony or information DHA relies.

**Representation and Interpretive Services**
The family is entitled to be represented by an attorney or other designee, at the family’s expense, and to have such person make statements on the family’s behalf.
The family is entitled to arrange for an interpreter to attend the hearing, at the expense of the family, or DHA, as may be agreed upon by the two parties.

**Recording of the Hearing**
The family is entitled to have the hearing recorded by audiotape. DHA may, but is not required to provide a transcript of the hearing.

**DHA Policy**
DHA will not provide a transcript of an audio taped hearing.

**Hearing Decision**
DHA must provide the family with a written final decision, based solely on the facts presented at the hearing, within 14 calendar days of the date of the informal hearing. The decision must state the basis for the decision.

**Informal Hearing Procedures for Residents [24 CFR 5.514(f)]**
After notification of the USCIS decision on appeal, or in lieu of an appeal to the USCIS, the family may request that DHA provide a hearing. The request for a hearing must be made either within 30 days of receipt of DHA notice of termination, or within 30 days of receipt of the USCIS appeal decision.
For the informal hearing procedures that apply to participant families whose assistance is being terminated based on immigration status, see Section 16-III.C.

**Retention of Documents [24 CFR 5.514(h)]**
DHA must retain for a minimum of 5 years the following documents that may have been submitted to DHA by the family, or provided to DHA as part of the USCIS appeal or DHA informal hearing process:
- The application for assistance
- The form completed by the family for income reexamination
- Photocopies of any original documents, including original USCIS documents
- The signed verification consent form
- The USCIS verification results
- The request for a USCIS appeal
- The final USCIS determination
- The request for an informal hearing
- The final informal hearing decision
PART IV: OWNER OR FAMILY DEBTS TO DHA

16-IV.A. OVERVIEW
PHAs are required to include in the administrative plan, policies concerning repayment by a family of amounts owed to DHA [24 CFR 982.54]. This part describes DHA’s policies for recovery of monies that have been overpaid on behalf of families, or to owners.

DHA Policy
When an action or inaction of an owner or participant results in the overpayment of housing assistance, DHA holds the owner or participant liable to return any overpayments to DHA.

DHA will enter into repayment agreements in accordance with the policies contained in this part as a means to recover overpayments.

When an owner or participant refuses to repay monies owed to DHA, DHA will utilize other available collection alternatives including, but not limited to, the following:

Collection agencies
Small claims court
Civil law suit
State income tax set-off program

16-IV.B. REPAYMENT POLICY
Owner Debts to DHA

DHA Policy
Any amount due to DHA by an owner must be repaid by the owner within 30 days of DHA determination of the debt.
If the owner fails to repay the debt within the required time frame and is entitled to future HAP payments, DHA will reduce the future HAP payments by the amount owed until the debt is paid in full.

If the owner is not entitled to future HAP payments DHA will offer to enter into a repayment agreement in accordance with the policies below.

If the owner refuses to repay the debt, enter into a repayment agreement, or breaches a repayment agreement, DHA will ban the owner from future participation in the program and pursue other modes of collection.
Family Debts to DHA

DHA Policy
Any amount due to DHA by an HCV participant must be repaid by the family. If the family is unable to repay the debt within 30 days, DHA will offer to enter into a repayment agreement in accordance with the policies below.

If the family refuses to repay the debt, enter into a repayment agreement, or breaches a repayment agreement, DHA will terminate the assistance upon notification to the family and pursue other modes of collection.

Repayment Agreement [24 CFR 792.103]
The term repayment agreement refers to a formal document signed by a tenant or owner and provided to DHA in which a tenant or owner acknowledges a debt in a specific amount and agrees to repay the amount due at specific time periods.

Repayment Agreement Guidelines

Down Payment Requirement
DHA Policy
Prior to the execution of a repayment agreement, the owner or family must pay 10 percent of the balance owed to DHA.

Payment Thresholds
DHA Policy
Amounts between $3,000 and the Federal or State threshold for criminal prosecution must be repaid within 36 months.

Amounts between $2,000 and $2,999 must be repaid within 30 months.

Amounts between $1,000 and $1,999 must be repaid within 24 months.

Amounts under $1,000 must be repaid within 12 months.

Execution of the Agreement
DHA Policy
The head of household and spouse/cohead (if applicable) must sign the repayment agreement.

Due Dates
DHA Policy
All payments are due by the close of business on the 15th day of the month. If the 15th
does not fall on a business day, the due date is the close of business on the first business day after the 15th.

Non-Payment

DHA Policy
If a payment is not received by the end of the business day on the date due, and prior approval for the missed payment has not been given by DHA, DHA will send the family a delinquency notice giving the family 10 business days to make the late payment.

If the payment is not received by the due date of the delinquency notice, it will be considered a breach of the agreement and DHA will terminate assistance upon written notification to the family.

If a family receives 3 delinquency notices for unexcused late payments in a 12 month period, the repayment agreement will be considered in default, and DHA will terminate assistance upon written notification to the family.

No Offer of Repayment Agreement

DHA Policy
DHA will not enter into a repayment agreement if there is already a repayment agreement in place with the family or owner, or the amounts owed by the family or owner exceed the Federal or State threshold for criminal prosecution.

PART V: MANAGEMENT ASSESSMENT (SEMAP)

16-V.A. OVERVIEW
The Section 8 Management Assessment Program (SEMAP) is a tool that allows HUD to measure DHA performance in key areas to ensure program integrity and accountability. SEMAP scores translate into a rating for each DHA as high performing, standard, or troubled. Scores on individual SEMAP indicators, as well as overall SEMAP ratings, can affect DHA in several ways.

- High-performing PHAs can be given a competitive advantage under notices of funding availability [24 CFR 985.103].
- PHAs with deficiencies on one or more indicators are required to correct the deficiencies and report to HUD [24 CFR 985.106].
- PHAs with an overall rating of “troubled” are subject to additional HUD oversight, including on-site reviews by HUD staff, a requirement to develop a corrective action plan, and monitoring to ensure the successful implementation of the corrective action plan. In addition, PHAs that are designated “troubled” may not use any part of the administrative fee reserve for other housing purposes [24 CFR 985.107].
• HUD may determine that a DHA’s failure to correct identified SEMAP deficiencies or to prepare and implement a corrective action plan required by HUD constitutes a default under the ACC [24 CFR 985.109].

16-V.B. SEMAP CERTIFICATION [24 CFR 985.101]
DHA must submit the HUD-required SEMAP certification form within 60 calendar days after the end of its fiscal year. The certification must be approved by DHA board resolution and signed by DHA executive director. If DHA is a unit of local government or a state, a resolution approving the certification is not required, and the certification must be executed by the Section 8 program director.

PHAs with less than 250 voucher units are only required to be assessed every other DHA fiscal year. HUD will assess such PHAs annually if DHA elects to have its performance assessed on an annual basis; or is designated as “troubled” [24 CFR 985.105].

Failure of a DHA to submit its SEMAP certification within the required time frame will result in an overall performance rating of “troubled.”

A DHA’s SEMAP certification is subject to HUD verification by an on-site confirmatory review at any time.

Upon receipt of DHA’s SEMAP certification, HUD will rate DHA’s performance under each SEMAP indicator in accordance with program requirements.

HUD Verification Method
Several of the SEMAP indicators are scored based on a review of a quality control sample selected for this purpose. DHA or the Independent Auditor must select an unbiased sample that provides an adequate representation of the types of information to be assessed, in accordance with SEMAP requirements [24 CFR 985.2].

If the HUD verification method for the indicator relies on data in the Form-50058 module (formerly known as MTCS) in the PIH Information Center (PIC), and HUD determines that those data are insufficient to verify DHA’s certification on the indicator due to DHA’s failure to adequately report family data, HUD will assign a zero rating for the indicator [24 CFR 985.3].

16-V.C. SEMAP INDICATORS [24 CFR 985.3 and form HUD-52648]
The table below lists each of the SEMAP indicators, contains a description of each indicator, and explains the basis for points awarded under each indicator.

A DHA that expends less than $300,000 in Federal awards and whose Section 8 programs are not audited by an independent auditor, is not be rated under SEMAP indicators 1-7.
<table>
<thead>
<tr>
<th>SEMAP Indicators</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Indicator 1: Selection from the waiting list</strong></td>
</tr>
<tr>
<td><strong>Maximum Score: 15</strong></td>
</tr>
<tr>
<td>• This indicator shows whether DHA has written policies in its administrative plan for selecting applicants from the waiting list and whether DHA follows these policies when selecting applicants for admission from the waiting list.</td>
</tr>
<tr>
<td>• Points are based on the percent of families that are selected from the waiting list in accordance with DHA’s written policies, according to DHA’s quality control sample.</td>
</tr>
<tr>
<td><strong>Indicator 2: Rent reasonableness</strong></td>
</tr>
<tr>
<td><strong>Maximum Score: 20</strong></td>
</tr>
<tr>
<td>• This indicator shows whether DHA has and implements a reasonable written method to determine and document for each unit leased that the rent to owner is reasonable based on current rents for comparable unassisted units.</td>
</tr>
<tr>
<td>• Points are based on the percent of units for which DHA follows its written method to determine reasonable rent and has documented its determination that the rent to owner is reasonable, according to DHA’s quality control sample.</td>
</tr>
<tr>
<td><strong>Indicator 3: Determination of adjusted income</strong></td>
</tr>
<tr>
<td><strong>Maximum Score: 20</strong></td>
</tr>
<tr>
<td>• This indicator measures whether DHA verifies and correctly determines adjusted income for each assisted family, and where applicable, uses the appropriate utility allowances for the unit leased in determining the gross rent.</td>
</tr>
<tr>
<td>• Points are based on the percent of files that are calculated and verified correctly, according to DHA’s quality control sample.</td>
</tr>
<tr>
<td><strong>Indicator 4: Utility allowance schedule</strong></td>
</tr>
<tr>
<td><strong>Maximum Score: 5</strong></td>
</tr>
<tr>
<td>• This indicator shows whether DHA maintains an up-to-date utility allowance schedule.</td>
</tr>
<tr>
<td>• Points are based on whether DHA has reviewed the utility allowance schedule and adjusted it when required, according to DHA’s certification.</td>
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<tr>
<td><strong>Indicator 5: HQS quality control inspections</strong></td>
</tr>
<tr>
<td><strong>Maximum Score: 5</strong></td>
</tr>
<tr>
<td>• This indicator shows whether a DHA supervisor re-inspects a sample of units under contract during DHA fiscal year, which meets the minimum sample size requirements for quality control of HQS inspections.</td>
</tr>
<tr>
<td>• Points are based on whether the required quality control reinspections were completed, according to DHA’s certification.</td>
</tr>
<tr>
<td><strong>Indicator 6: HQS enforcement</strong></td>
</tr>
<tr>
<td><strong>Maximum Score: 10</strong></td>
</tr>
<tr>
<td>• This indicator shows whether, following each HQS inspection of a unit under contract where the unit fails to meet HQS, any cited life-threatening deficiencies are corrected within 24 hours from the inspection and all other deficiencies are corrected within no more than 30 calendar days from the inspection or any DHA-approved extension.</td>
</tr>
<tr>
<td>• Points are based on whether DHA corrects all HQS deficiencies in accordance with required time frames, according to DHA’s certification.</td>
</tr>
</tbody>
</table>
### Indicator 7: Expanding housing opportunities
**Maximum Points: 5**
- Only applies to PHAs with jurisdiction in metropolitan FMR areas.
- This indicator shows whether DHA has adopted and implemented a written policy to encourage participation by owners of units located outside areas of poverty or minority concentration; informs voucher holders of the full range of areas where they may lease units both inside and outside DHA’s jurisdiction; and supplies 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 concentration.
- Points are based on whether DHA has adopted and implemented written policies in accordance with SEMAP requirements, according to DHA’s certification.

### Indicator 8: FMR limit and payment standards
**Maximum Points: 5 points**
- This indicator shows whether DHA has adopted a payment standard schedule that establishes payment standard amounts by unit size for each FMR area in DHA’s jurisdiction, that are within the basic range of 90 to 110 percent of the published FMR.
- Points are based on whether DHA has appropriately adopted a payment standard schedule(s), according to DHA’s certification.

### Indicator 9: Annual reexaminations
**Maximum Points: 10**
- This indicator shows whether DHA completes a reexamination for each participating family at least every 12 months.
- Points are based on the percent of reexaminations that are more than 2 months overdue, according to data from PIC.

### Indicator 10: Correct tenant rent calculations
**Maximum Points: 5**
- This indicator shows whether DHA correctly calculates the family’s share of the rent to owner.
- Points are based on the percent of correct calculations of family share of the rent, according to data from PIC.

### Indicator 11: Pre-contract HQS inspections
**Maximum Points: 5**
- This indicator shows whether newly leased units pass HQS inspection on or before the effective date of the assisted lease and HAP contract.
- Points are based on the percent of newly leased units that passed HQS inspection prior to the effective date of the lease and HAP contract, according to data from PIC.

### Indicator 12: Annual HQS inspections
**Maximum Points: 10**
- This indicator shows whether DHA inspects each unit under contract at least annually.
- Points are based on the percent of annual HQS inspections of units under contract that are more than 2 months overdue, according to data from PIC.
<table>
<thead>
<tr>
<th>Indicator 13: Lease-up</th>
<th>Maximum Points: 20 points</th>
</tr>
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<tbody>
<tr>
<td>Maximum Points: 20 points</td>
<td></td>
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<tr>
<td>This indicator shows whether DHA enters HAP contracts for</td>
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<tr>
<td>the number of units or funding reserved under ACC for at</td>
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<tr>
<td>least one year.</td>
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<tr>
<td>Points are based on the percent of units leased during the</td>
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<tr>
<td>last completed DHA fiscal year, or the percent of allocated</td>
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<tr>
<td>budget authority that has been expended by DHA, according</td>
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<tr>
<td>to data from DHA’s last year-end operating statement that</td>
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<tr>
<td>is recorded in HUD’s accounting system.</td>
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</tbody>
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| Indicator 14: Family self-sufficiency (FSS) enrollment and  |
| escrow account balances                                    |
| Maximum Points: 10                                         |
| Only applies to PHAs with mandatory FSS programs.          |
| This indicator shows whether DHA has enrolled families in  |
| the FSS program as required, and measures the percent of   |
| current FSS participants that have had increases in earned |
| income which resulted in escrow account balances.          |
| Points are based on the percent of mandatory FSS slots that |
| are filled and the percent of families with escrow account |
| balances, according to data from PIC.                      |

| Success Rate of Voucher Holders                           |
| Maximum Points: 5                                         |
| Only applies to PHAs that have received approval to       |
| establish success rate payment standard amounts, and isn’t|
| effective until the second full DHA fiscal year following |
| the date of HUD approval of success rate payment standard |
| amounts.                                                 |
| This indicator shows whether voucher holders were        |
| successful in leasing units with voucher assistance.     |
| Points are based on the percent of families that were     |
| issued vouchers, and that became participants in the      |
| voucher program.                                         |

| Deconcentration Bonus Indicator                           |
| Maximum Points: 5                                         |
| Submission of data for this indicator is mandatory for a  |
| DHA using one or more payment standard amount(s) that     |
| exceed(s) 100 percent of the published FMR set at the 50   |
| percentile rent, starting with the second full DHA fiscal |
| year following initial use of payment standard amounts    |
| based on the FMRs set at the 50th percentile.             |
| Additional points are available to PHAs that have        |
| jurisdiction in metropolitan FMR areas and that choose   |
| to submit the required data.                             |
| Points are based on whether the data that is submitted   |
| meets the requirements for bonus points.                  |
PART VI: RECORD KEEPING

16-VI.A. OVERVIEW
DHA must maintain complete and accurate accounts and other records for the program in accordance with HUD requirements, in a manner that permits a speedy and effective audit. All such records must be made available to HUD or the Comptroller General of the United States upon request.

In addition, DHA must ensure that all applicant and participant files are maintained in a way that protects an individual’s privacy rights.

16-VI.B. RECORD RETENTION [24 CFR 982.158]
During the term of each assisted lease, and for at least three years thereafter, DHA must keep:

- A copy of the executed lease;
- The HAP contract; and
- The application from the family.

In addition, DHA must keep the following records for at least three years:

- Records that provide income, racial, ethnic, gender, and disability status data on program applicants and participants;
- An application from each ineligible family and notice that the applicant is not eligible;
- HUD-required reports;
- Unit inspection reports;
- Lead-based paint records as required by 24 CFR 35, Subpart B.
- Accounts and other records supporting DHA budget and financial statements for the program;
- Records to document the basis for DHA determination that rent to owner is a reasonable rent (initially and during the term of a HAP contract); and
- Other records specified by HUD.

If an informal hearing to establish a family’s citizenship status is held, longer retention requirements apply for some types of documents. For specific requirements, see Section 16-III.D., Retention of Documents.

16-VI.C. RECORDS MANAGEMENT
DHA must maintain applicant and participant files and information in accordance with the regulatory requirements described below.

DHA Policy
All applicant and participant information will be kept in a secure location and access will be limited to authorized DHA staff.
DHA staff will not discuss personal family information 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.

Privacy Act Requirements [24 CFR 5.212 and Form-9886]
The collection, maintenance, use, and dissemination of social security numbers (SSN), employer identification numbers (EIN), any information derived from these numbers, and income information of applicants and participants must be conducted, to the extent applicable, in compliance with the Privacy Act of 1974, and all other provisions of Federal, State, and local law.

Applicants and participants, including all adults in the household, are required to sign a consent form, HUD-9886, Authorization for Release of Information. This form incorporates the Federal Privacy Act Statement and describes how the information collected using the form may be used, and under what conditions HUD or DHA may release the information collected.

Upfront Income Verification (UIV) Records
PHAs that access UIV data through HUD’s Enterprise Income Verification (EIV) System are required to adopt and follow specific security procedures to ensure that all EIV data is protected in accordance with Federal laws, regardless of the media on which the data is recorded (e.g. electronic, paper). These requirements are contained in the HUD issued document, Enterprise Income Verification (EIV) System, Security Procedures for Upfront Income Verification data.

DHA Policy
Prior to utilizing HUD’s EIV system, DHA will adopt and implement EIV security procedures required by HUD.

Criminal Records
DHA may only disclose the criminal conviction records which DHA receives from a law enforcement agency to officers or employees of DHA, or to authorized representatives of DHA who have a job-related need to have access to the information [24 CFR 5.903(e)].

DHA must establish and implement a system of records management that ensures that any criminal record received by DHA from a law enforcement agency is maintained confidentially, not misused or improperly disseminated, and destroyed, once the purpose for which the record was requested has been accomplished, including expiration of the period for filing a challenge to DHA action without institution of a challenge or final disposition of any such litigation [24 CFR 5.903(g)].

DHA must establish and implement a system of records management that ensures that any sex offender registration information received by DHA from a State or local agency is maintained confidentially, not misused or improperly disseminated, and destroyed, once the purpose for which the record was requested has been accomplished, including expiration of the
period for filing a challenge to DHA action without institution of a challenge or final disposition of any such litigation. This requirement does not apply to information that is public information, or is obtained by a DHA other than under 24 CFR 5.905.

Medical/Disability Records
PHAs are not permitted to inquire about the nature or extent of a person’s disability. DHA may not inquire about a person’s diagnosis or details of treatment for a disability or medical condition. If DHA receives a verification document that provides such information, DHA should not place this information in the tenant file. DHA should destroy the document.

PART VII: REPORTING AND RECORD KEEPING FOR CHILDREN WITH ENVIRONMENTAL INTERVENTION BLOOD LEAD LEVEL

16-VII.A. OVERVIEW
DHA has certain responsibilities relative to children with environmental intervention blood lead levels that are receiving HCV assistance. The notification, verification, and hazard reduction requirements are discussed in Chapter 8. This part deals with the reporting requirements, and data collection and record keeping responsibilities that DHA is subject to.

16-VII.B. REPORTING REQUIREMENT [24 CFR 35.1225(e)]
DHA must report the name and address of a child identified as having an environmental intervention blood lead level to the public health department within 5 business days of being so notified by any other medical health care professional.

   DHA Policy
   DHA will provide the public health department written notice of the name and address of any child identified as having an environmental intervention blood lead level.

16-VII.C. DATA COLLECTION AND RECORD KEEPING [24 CFR 35.1225(f)]
At least quarterly, DHA must attempt to obtain from the public health department(s) with a similar area of jurisdiction, the names and/or addresses of children less than 6 years old with an identified environmental intervention blood lead level.

If DHA obtains names and addresses of environmental intervention blood lead level children from the public health department(s), DHA must match this information with the names and addresses of families receiving HCV assistance, unless the public health department performs such a procedure. If a match occurs, DHA must carry out the notification, verification, and hazard reduction requirements discussed in Chapter 8, and the reporting requirement discussed above.

At least quarterly, DHA must also report an updated list of the addresses of units receiving assistance under the HCV program to the same public health department(s), unless the public health department(s) states that it does not wish to receive such a report.
DHA Policy
The public health department(s) has stated they do not wish to receive a report of an updated list of the addresses of units receiving assistance under the HCV program, on a quarterly basis. Therefore, DHA is not providing such a report.

PART VIII: DETERMINATION OF INSUFFICIENT FUNDING

16-VIII.A. OVERVIEW
The HCV regulations allow PHAs to deny families permission to move and to terminate Housing Assistance Payments (HAP) contracts if funding under the consolidated ACC is insufficient to support continued assistance [24 CFR 982.314(e)(1) and 982.454]. Insufficient funding may also impact DHA’s ability to issue vouchers to families on the waiting list. This part discusses the methodology DHA will use to determine whether or not DHA has sufficient funding to issue vouchers, approve moves, and to continue subsidizing all families currently under a HAP contract.

16-VIII.B. METHODOLOGY

DHA Policy
DHA will determine whether there is adequate funding to issue vouchers, approve moves to higher cost units and areas, and continue subsidizing all current participants by comparing DHA’s annual budget authority to the annual total HAP needs on a monthly basis. The total HAP needs for the calendar year will be projected by establishing the actual HAP costs year to date. To that figure, DHA will add anticipated HAP expenditures for the remainder of the calendar year. Projected HAP expenditures will be calculated by multiplying the projected number of units leased per remaining months by the most current month’s average HAP. The projected number of units leased per month will take into account the average monthly turnover of participant families. If the total annual HAP needs equal or exceed the annual budget authority, or if DHA cannot support the cost of the proposed subsidy commitment (voucher issuance or move) based on the funding analysis, DHA will be considered to have insufficient funding.

PART IX: NOTIFICATION REGARDING APPLICABLE PROVISIONS OF THE VIOLENCE AGAINST WOMEN REAUTHORIZATION ACT OF 2005 (VAWA)

The Violence against Women Reauthorization Act of 2005 (VAWA) requires DHA to inform assisted tenants of their rights under this law, including their right to confidentiality and the limits thereof. Since VAWA provides protections for applicants as well as tenants, DHA may elect to provide the same information to applicants. VAWA also requires DHA to inform owners and managers of their obligations under this law.

This part describes the steps that DHA will take to ensure that all actual and potential
beneficiaries of its housing choice voucher program are notified about their rights and that owners and managers are notified of their obligations under VAWA.

**DHA Policy**
DHA will post the following information regarding VAWA in its offices and on its Web site. It will also make the information readily available to anyone who requests it.

- A summary of the rights and protections provided by VAWA to housing choice voucher program applicants and participants who are or have been victims of domestic violence, dating violence, or stalking (see sample notices in Exhibits 16-1 and 16-2)
- The definitions of *domestic violence*, *dating violence*, and *stalking* provided in VAWA (included in Exhibits 16-1 and 16-2)
- An explanation of the documentation that DHA may require from an individual who claims the protections provided by VAWA (included in Exhibits 16-1 and 16-2)
- A copy of form HUD-50066, Certification of Domestic Violence, Dating Violence, or Stalking
- A statement of DHA’s obligation to keep confidential any information that it receives from a victim unless (a) DHA has the victim’s written permission to release the information, (b) it needs to use the information in an eviction proceeding, or (c) it is compelled by law to release the information (included in Exhibits 16-1 and 16-2)
- The National Domestic Violence Hot Line: 1-800-799-SAFE (7233) or 1-800-787-3224 (TTY) (included in Exhibits 16-1 and 16-2)
- Contact information for local victim advocacy groups or service providers

**16-IX.A. NOTIFICATION TO PARTICIPANTS [Pub.L. 109-162]**
VAWA requires DHA to notify HCV program participants of their rights under this law, including their right to confidentiality and the limits thereof.

**DHA Policy**
DHA will provide all participants with notification of their protections and rights under VAWA at the time of admission and at annual reexamination.

The notice will explain the protections afforded under the law, inform the participant of DHA confidentiality requirements, and provide contact information for local victim advocacy groups or service providers.

DHA will also include in all assistance termination notices a statement explaining assistance termination protection provided by VAWA (see Section 12-II.E).
16-IX.B. NOTIFICATION TO APPLICANTS

DHA Policy
DHA will provide all applicants with notification of their protections and rights under VAWA at the time they request an application for housing assistance.

The notice will explain the protections afforded under the law, inform each applicant of DHA confidentiality requirements, and provide contact information for local victim advocacy groups or service providers.
DHA will also include in all notices of denial a statement explaining the protection against denial provided by VAWA (see section 3-III.G).

16-IX.C. NOTIFICATION TO OWNERS AND MANAGERS [Pub.L. 109-162]
VAWA requires DHA to notify owners and managers of their rights and responsibilities under this law.

DHA Policy
Inform property owners and managers of their screening and termination responsibilities related to VAWA. DHA may utilize any or all of the following means to notify owners of their VAWA responsibilities:

- As appropriate in day to day interactions with owners and managers.
- Inserts in HAP payments, owner workshops, classes, orientations, and/or newsletters.
- Signs in DHA lobby and/or mass mailings which include model VAWA certification forms.
EXHIBIT 16-1: SAMPLE NOTICE TO HOUSING CHOICE VOUCHER APPLICANTS AND TENANTS REGARDING THE VIOLENCE AGAINST WOMEN ACT (VAWA)

This sample notice was adapted from a notice prepared by the National Housing Law Project. A federal law that went into effect in 2006 protects individuals who are victims of domestic violence, dating violence, and stalking. The name of the law is the Violence against Women Act, or “VAWA.” This notice explains your rights under VAWA.

Protections for Victims
If you are eligible for a Section 8 voucher, the housing authority cannot deny you rental assistance solely because you are a victim of domestic violence, dating violence, or stalking. If you are the victim of domestic violence, dating violence, or stalking, you cannot be terminated from the Section 8 program or evicted based on acts or threats of violence committed against you. Also, criminal acts directly related to the domestic violence, dating violence, or stalking that are caused by a member of your household or a guest can’t be the reason for evicting you or terminating your rental assistance if you were the victim of the abuse.

Reasons You Can Be Evicted
You can be evicted and your rental assistance can be terminated if the housing authority or your landlord can show there is an actual and imminent (immediate) threat to other tenants or employees at the property if you remain in your housing. Also, you can be evicted and your rental assistance can be terminated for serious or repeated lease violations that are not related to the domestic violence, dating violence, or stalking committed against you. The housing authority and your landlord cannot hold you to a more demanding set of rules than it applies to tenants who are not victims.

Removing the Abuser from the Household
Your landlord may split the lease to evict a tenant who has committed criminal acts of violence against family members or others, while allowing the victim and other household members to stay in the assisted unit. Also, the housing authority can terminate the abuser’s Section 8 rental assistance while allowing you to continue to receive assistance. If the landlord or housing authority chooses to remove the abuser, it may not take away the remaining tenants’ rights to the unit or otherwise punish the remaining tenants. In removing the abuser from the household, your landlord must follow federal, state, and local eviction procedures.

Moving to Protect Your Safety
The housing authority may permit you to move and still keep your rental assistance, even if your current lease has not yet expired. The housing authority may require that you be current on your rent or other obligations in the housing choice voucher program. The housing authority may ask you to provide proof that you are moving because of incidences of abuse.

Proving that You Are a Victim of Domestic Violence, Dating Violence, or Stalking
The housing authority and your landlord can ask you to prove or “certify” that you are a victim
of domestic violence, dating violence, or stalking. The housing authority—you’re your landlord must give you at least 14 business days (i.e. Saturdays, Sundays, and holidays do not count) to provide this proof. The housing authority and your landlord are free to extend the deadline. There are three ways you can prove that you are a victim:

Complete the certification form given to you by the housing authority or your landlord. The form will ask for your name, the name of your abuser, the abuser’s relationship to you, the date, time, and location of the incident of violence, and a description of the violence.

Provide a statement from a victim service provider, attorney, or medical professional who has helped you address incidents of domestic violence, dating violence, or stalking. The professional must state that he or she believes that the incidents of abuse are real. Both you and the professional must sign the statement, and both of you must state that you are signing “under penalty of perjury.”

Provide a police or court record, such as a protective order. If you fail to provide one of these documents within the required time, the landlord may evict you, and the housing authority may terminate your rental assistance.

Confidentiality
The housing authority and your landlord must keep confidential any information you provide about the violence against you, unless:

You give written permission to the housing authority or your landlord to release the information.

Your landlord needs to use the information in an eviction proceeding, such as to evict your abuser.

A law requires the housing authority or your landlord to release the information. If release of the information would put your safety at risk, you should inform the housing authority and your landlord.

VAWA and Other Laws
VAWA does not limit the housing authority’s or your landlord’s duty to honor court orders about access to or control of the property. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up. VAWA does not replace any federal, state, or local law that provides greater protection for victims of domestic violence, dating violence, or stalking.

For Additional Information
For help and advice on escaping an abusive relationship, call the National Domestic Violence Hotline at 1-800-799-SAFE (7233) or 1-800-787-3224 (TTY).

Definitions
For purposes of determining whether a tenant may be covered by VAWA, the following list of definitions applies:

VAWA defines *domestic violence* to include felony or misdemeanor crimes of violence committed by any of the following:
A current or former spouse of the victim
A person with whom the victim shares a child in common
A person who is cohabitating with or has cohabited with the victim as a spouse
A person similarly situated to a spouse of the victim under the domestic or family violence laws
of the jurisdiction receiving grant monies
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

VAWA defines *dating violence* as violence committed by a person (1) who is or has been in a
social relationship of a romantic or intimate nature with the victim AND (2) where the existence
of such a relationship shall be determined based on a consideration of the following factors:

The length of the relationship
The type of relationship
The frequency of interaction between the persons involved in the relationship

VAWA defines *stalking* as (A)(i) to follow, pursue, or repeatedly commit acts with the intent to
destroy, injure, harass, or intimidate another person OR (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.
This sample notice was adapted from a notice prepared by the National Housing Law Project. A federal law that went into effect in 2006 protects individuals who are victims of domestic violence, dating violence, and stalking. The name of the law is the Violence against Women Act, or “VAWA.” This notice explains your obligations under VAWA.

**Protections for Victims**
You cannot refuse to rent to an applicant solely because he or she is a victim of domestic violence, dating violence, or stalking.

You cannot evict a tenant who is the victim of domestic violence, dating violence, or stalking based on acts or threats of violence committed against the victim. Also, criminal acts directly related to the domestic violence, dating violence, or stalking that are caused by a household member or guest cannot be cause for evicting the victim of the abuse.

**Permissible Evictions**
You can evict a victim of domestic violence, dating violence, or stalking if you can demonstrate that there is an actual or imminent (immediate) threat to other tenants or employees at the property if the victim is not evicted. Also, you may evict a victim for serious or repeated lease violations that are not related to the domestic violence, dating violence, or stalking. You cannot hold a victim of domestic violence, dating violence, or stalking to a more demanding standard that tenants who are not victims.

**Removing the Abuser from the Household**
You may split the lease to evict a tenant who has committed criminal acts of violence against family members or others, while allowing the victim and other household members to stay in the unit. If you choose to remove the abuser, you may not take away the remaining tenants’ rights to the unit or otherwise punish the remaining tenants. In removing the abuser from the household, you must follow federal, state, and local eviction procedures.

**Certification of Domestic Violence, Dating Violence, or Stalking**
If a tenant asserts VAWA’s protections, you can ask the tenant to certify that he or she is a victim of domestic violence, dating violence, or stalking. You are not required to demand official documentation and may rely upon the victim’s statement alone. If you choose to request certification, you must do so in writing and give the tenant at least 14 business days to provide documentation. You are free to extend this deadline. A tenant can certify that he or she is a victim by providing any one of the following three documents:

- By completing a HUD-approved certification form. The most recent form is HUD-50066. This form is available at the housing authority, or online at [www.hudclips.org](http://www.hudclips.org).
By providing a statement from a victim service provider, attorney, or medical professional who has helped the victim address incidents of domestic violence, dating violence, or stalking. The professional must state that he or she believes that the incidents of abuse are real. Both the victim and the professional must sign the statement under penalty of perjury.

By providing a police or court record, such as a protective order.
If the tenant fails to provide one of these documents within 14 business days, you may evict the tenant if authorized by otherwise applicable law and lease provisions.

Confidentiality
You must keep confidential any information a tenant provides to certify that he or she is a victim of domestic violence, dating violence, or stalking. You cannot enter the information into a shared database or reveal it to outside entities unless:

The tenant provides written permission releasing the information.
The information is required for use in an eviction proceeding, such as to evict the abuser.
Release of the information is otherwise required by law.
The victim should inform you if the release of the information would put his or her safety at risk.

VAWA and Other Laws
VAWA does not limit your obligation to honor court orders regarding access to or control of the property. This includes orders issued to protect the victim and orders dividing property among household members in cases where a family breaks up.

VAWA does not replace any federal, state, or local law that provides greater protection for victims of domestic violence, dating violence, or stalking.

Additional Information
HUD Notice PIH 2006-42 contains detailed information regarding VAWA’s certification requirements. The notice is available at http://www.hud.gov/offices/adm/hudclips/.

An overview of VAWA’s housing provisions is available at http://hmis.info/ClassicAsp/documents/March%202016,%202007%20HUD%20Notice%20on%20VAWA.pdf

Definitions
For purposes of determining whether a tenant may be covered by VAWA, the following list of definitions applies:

VAWA defines domestic violence to include felony or misdemeanor crimes of violence committed by any of the following:

A current or former spouse of the victim
A person with whom the victim shares a child in common
A person who is cohabitating with or has cohabitated with the victim as a spouse
A person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies

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

VAWA defines *dating violence* as violence committed by a person (1) who is or has been in a social relationship of a romantic or intimate nature with the victim AND (2) where the existence of such a relationship shall be determined based on a consideration of the following factors:

The length of the relationship

The type of relationship

The frequency of interaction between the persons involved in the relationship

VAWA defines *stalking* as (A)(i) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person OR (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.
EXHIBIT 16-3: DURHAM HOUSING AUTHORITY’S FRAUD POLICY

DECLARATION OF POLICY

The Housing Authority of the City of Durham (hereinafter referred to as “DHA”) declares that it will not permit or tolerate fraud in the reporting of income, assets, expenses and deductions under the guidelines of HUD for the proper assessment of rents by any applicant or participant, in order to obtain or retain eligibility, or to pay less than the rent prescribed by HUD.

PURPOSE

The purpose of the Housing Authority of the City of Durham’s Fraud Policy is to:

1. Provide a clear definition of both civil and criminal fraud as those terms will be used by the DHA Staff in evaluating and prosecuting residents who live in the housing communities owned and leased by the Housing Authority or who are Housing Choice Voucher participants (hereinafter referred to collectively as “Residents”).

2. To define the role and responsibility of the DHA Staff in the handling and disposition of fraud related offenses; and

3. To provide DHA Staff with guidelines to be explained to Residents so that they may avoid violating the Fraud Policy.

DEFINITIONS

1. A Civil Fraud Violation shall occur when the participant negligently:

   a. Fails to provide information requested by DHA after the Resident has been advised that the information is required to verify the Resident’s income, assets, expenses and deductions for establishing the rent for the Resident;

   b. Fails to appear, without legitimate excuse, for a scheduled appointment for verifying the Resident’s income, assets, expenses and deductions and/or to complete a recertification examination as required by HUD regulations and DHA policy after the Resident has been advised that the appointment or examination is required to verify the applicable income, assets, expenses and deductions for establishing the rent for the Resident;

   c. Fails to report changes in the household income, assets, expenses, deductions, and/or composition in a timely manner, as required by HUD regulations and DHA policy, when the changes would effect the rental amount to be charged to the Resident; and/or
d. Vacates the Resident’s unit without notifying the HCV Specialist, or Property Owner as required by the dwelling lease, when the Resident owes rent to DHA because of a failure to properly report DHA applicable income, expenses, and deductions for establishing the rent for the Resident;

2. A Criminal Fraud Violation shall occur when a Resident knowingly and with the intent to defraud DHA:

   a. When given the opportunity, fails to report all income or assets for self or household member in order to obtain or retain eligibility as a Resident or pay less than the rent prescribed by HUD;

   b. Transfers income or assets to others for less than fair value to reduce the level of income and assets in order to obtain or retain eligibility as a Resident or pay less than the rent prescribed by HUD;

   c. Overstates deductions, allowances, or expenses in order to obtain or retain eligibility as a Resident or pay less than the rent prescribed by HUD; or

   d. Provides false documentation of income, assets, expenses and deductions to DHA in order to obtain or retain eligibility as a Resident or pay less than the rent prescribed by HUD.

ADMINISTRATIVE PROCEDURES

The following administrative procedures shall be used by DHA HCV Staff, and the Crime Prevention Manager. The effective date of these administrative procedures is the date that the Fraud Policy is adopted by the DHA Board of Commissioners.

INVESTIGATION

1. All allegations or reports of fraud shall be forwarded to the Crime Prevention Division of the Public Housing Asset Management Department. The Crime Prevention Division Fraud Investigator (“Fraud Investigator”) shall investigate allegations which contain one verifiable element of fraud as defined in the Fraud Policy.

2. The Fraud Investigator shall interview the family, conduct interviews with neighbors, gather intelligence, and visit the unit for purposes of verifying information and details reported. The Investigator shall provide notes with details of the investigation in a report format.

3. After the investigation is complete, the Fraud Investigator shall provide a written report to the HCV Management. Based on this information, the HCV Manager or designee shall determine the amount due DHA.
4. A determination of Civil Violation or a Criminal Fraud Violation involving an amount less than $1,000, shall be referred to the Housing Specialist for processing as set forth hereinafter.

5. A determination of a Criminal Fraud Violation involving an amount greater than or equal to $1,000, shall be referred to the DHA Crime Prevention Manager for processing as set forth hereinafter.

CIVIL FRAUD VIOLATION AND CRIMINAL FRAUD VIOLATION OF AN AMOUNT LESS THAN $1,000

1. All Residents who have committed a civil fraud violation and/or a criminal fraud violation of an amount less than $1,000 shall be invited to attend a conference with the HCV Specialist within 30 days of the determination of the violation.

2. At the conference, the Resident shall be informed of the fraud violation and the amount due to DHA and shall be offered an opportunity to repay the amount in full. If the Resident is unable to repay the amount in full to DHA at the time of the conference, the Resident shall be required to execute a Repayment Agreement with DHA. The Repayment Agreement shall be in the form of a Confession of Judgment.

3. The Repayment Agreement shall specify the total amount of rent or overpaid subsidy due to DHA. It shall also provide for a monthly repayment schedule without interest. The repayment schedule shall not exceed 36 months. Failure to make the scheduled payments, without prior approval of DHA, shall result in an acceleration of the remaining balance so that the full balance becomes immediately due and payable. Also, if the Resident vacates the property without completing the Repayment Agreement, there will be an acceleration of the remaining balance so that the full balance becomes immediately due and payable.

4. Failure to make the scheduled payments, without prior approval of DHA, shall also result in termination from the HCV Program due to a violation of the Family Obligations for HCV participants. In this event, a letter terminating the HAP Contract shall be forwarded to the Resident, as provided by the governing regulations, for a violation of the Family Obligations.

CRIMINAL FRAUD LEASE VIOLATIONS OF AN AMOUNT EQUAL TO OR GREATER THAN $1,000

1. The Chief Operating Officer for Public Housing Operations, in consultation with the HCV Director, shall review all criminal fraud investigations involving an amount equal to or greater than $1,000.

2. For criminal fraud as defined by this Policy where the amount owed to DHA is equal to or greater than $1,000, DHA shall request the Durham Police Department to investigate the claim of criminal fraud. DHA shall also assist in presenting the claim to the Durham County District Attorney’s Office for consideration by the District Attorney for criminal prosecution. DHA will refer any matter of fraud not considered by the District Attorney to the Office of the Inspector General.
3. In the event the Durham County District Attorney chooses not to prosecute the claim, the Chief Operations Officer for Public Housing Operations, in consultation with the Chief Executive Officer, shall determine if the matter should be prosecuted in Civil Court.

4. In the event the Chief Operations Officer determines that the claim should be prosecuted in civil court, claims less than $4,000 in value shall be brought by DHA in Small Claims Court by the Crime Prevention Manager. For those claims more than $4,000 in value, the file shall be referred to attorneys employed by DHA for prosecution.

5. Criminal Fraud shall result in termination from the HCV Program due to a violation of the Family Obligations for HCV participants. In this event, a letter terminating participation shall be forwarded to the HCV Participant for a violation of the Family Obligations.

GRIEVANCE PROCEDURE

All Residents accused of civil or criminal fraud and who are subject to eviction shall be advised of the Grievance Procedure in all correspondence generated in the collections process. The Resident shall have the right to file a grievance during any stage of the process, even after executing a Repayment Agreement.

ACCOUNTING OF COLLECTIONS

All funds recovered as a result of the procedures set forth herein shall be turned over to and recorded by the Accounting Division of the Administrative Service Department.
REPAYMENT AGREEMENT POLICY

It is the policy of the Durham Housing Authority that we will not provide Rental Assistance nor Public Housing to a family who has an indebtedness to this Housing Authority until either the balance is paid in full or a Repayment Agreement has been executed.

A minimum payment of ten percent of the balance is required at the time the Agreement is executed. Monthly payment amount will be established after a review of all relevant family income information. The Housing Choice Voucher participant and or applicant will remain in good standing with the Housing Authority as long as all payments are received in a prompt and timely manner. Failure to abide by the Repayment Agreement will result in the following actions;

A. Housing Choice Voucher Participants will have their rental assistance terminated, providing proper notice to the landlord, and the Housing Authority will pursue further remedy for the remaining unpaid balance.

It should be noted that this Agreement will be in default when TWO (2) payments are delinquent. When the Repayment Agreement is in default, **NO FURTHER REPAYMENT AGREEMENT WILL BE MADE WITH THE FAMILY. ALL MONIES ARE DUE IN FULL.**

B. Applicants with a past due or unpaid balance will be allowed 10 days to pay the entire balance. The application will be rejected when the debt is discovered.
Chapter 17

PROJECT-BASED VOUCHERS

INTRODUCTION

This chapter describes HUD regulations and DHA policies related to the project-based voucher (PBV) program in nine parts:

Part I: General Requirements. This part describes general provisions of the PBV program including maximum budget authority requirements, relocation requirements, and equal opportunity requirements.

Part II: PBV Owner Proposals. This part includes policies related to the submission and selection of owner proposals for PBV assistance. It describes the factors DHA will consider when selecting proposals, the type of housing that is eligible to receive PBV assistance, the cap on assistance at projects receiving PBV assistance, subsidy layering requirements, site selection standards, and environmental review requirements.

Part III: Dwelling Units. This part describes requirements related to housing quality standards, the type and frequency of inspections, and housing accessibility for persons with disabilities.

Part IV: Rehabilitated and Newly Constructed Units. This part describes requirements and policies related to the development and completion of rehabilitated and newly constructed housing units that will be receiving PBV assistance.

Part V: Housing Assistance Payments Contract. This part discusses HAP contract requirements and policies including the execution, term, and termination of the HAP contract. In addition, it describes how the HAP contract may be amended and identifies provisions that may be added to the HAP contract at DHA’s discretion.

Part VI: Selection of PBV Program Participants. This part describes the requirements and policies governing how DHA and the owner will select a family to receive PBV assistance.

Part VII: Occupancy. This part discusses occupancy requirements related to the lease, and describes under what conditions families are allowed or required to move. In addition, exceptions to the occupancy cap (which limits PBV assistance to 25 percent of the units in any project) are also discussed.

Part VIII: Determining Rent to Owner. This part describes how the initial rent to owner is determined, and how rent will be re-determined throughout the life of the HAP contract. Rent reasonableness requirements are also discussed.

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Part IX: Payments to Owner. This part describes the types of payments owners may receive under this program.

PART I: GENERAL REQUIREMENTS

17-I.A. OVERVIEW [24 CFR 983.5]
The project-based voucher (PBV) program allows PHAs that already administer a tenant-based voucher program under an annual contributions contract (ACC) with HUD to take up to 20 percent of its voucher program budget authority and attach the funding to specific units rather than using it for tenant-based assistance [24 CFR 983.6]. DHA may only operate a PBV program if doing so is consistent with DHA’s Annual Plan, and the goal of deconcentrating poverty and expanding housing and economic opportunities [42 U.S.C. 1437f(o)(13)].

DHA Policy
DHA will operate a project-based voucher program using up to 20 percent of its budget authority for project-based assistance.

PBV assistance may be attached to existing housing or newly constructed or rehabilitated housing [24 CFR 983.52]. If PBV units are already selected for project-based assistance either under an agreement to enter into HAP Contract (Agreement) or a HAP contract, DHA is not required to reduce the number of these units if the amount of budget authority is subsequently reduced. However, DHA is responsible for determining the amount of budget authority that is available for project-based vouchers and ensuring that the amount of assistance that is attached to units is within the amounts available under the ACC [24 CFR 983.6].

17-I.B. TENANT-BASED VS. PROJECT-BASED VOUCHER ASSISTANCE [24 CFR 983.2]
Much of the tenant-based voucher program regulations also apply to the PBV program. Consequently, many of DHA policies related to tenant-based assistance also apply to PBV assistance. The provisions of the tenant-based voucher regulations that do not apply to the PBV program are listed at 24 CFR 983.2.

DHA Policy
Except as otherwise noted in this chapter, or unless specifically prohibited by PBV program regulations, DHA policies for the tenant-based voucher program contained in this administrative plan also apply to the PBV program and its participants.

17-I.C. RELOCATION REQUIREMENTS [24 CFR 983.7]
Any persons displaced as a result of implementation of the PBV program must be provided relocation assistance in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA)[42 U.S.C. 4201-4655] and implementing regulations at 49 CFR part 24.

The cost of required relocation assistance may be paid with funds provided by the owner, local public funds, or funds available from other sources. DHA may not use voucher program funds to cover relocation costs, except that DHA may use their administrative fee reserve to pay for...
relocation expenses after all other program administrative expenses are satisfied, and provided that payment of the relocation benefits is consistent with state and local law. Use of the administrative fee for these purposes must also be consistent with other legal and regulatory requirements, including the requirement in 24 CFR 982.155 and other official HUD issuances. The acquisition of real property for a PBV project is subject to the URA and 49 CFR part 24, subpart B. It is the responsibility of DHA to ensure the owner complies with these requirements.

17-I.D. EQUAL OPPORTUNITY REQUIREMENTS [24 CFR 983.8]
DHA must comply with all equal opportunity requirements under federal law and regulations in its implementation of the PBV program. This includes the requirements and authorities cited at 24 CFR 5.105(a). In addition, DHA must comply with DHA Plan certification on civil rights and affirmatively furthering fair housing, submitted in accordance with 24 CFR 903.7(o).

PART II: PBV OWNER PROPOSALS

17-II.A. OVERVIEW
DHA must describe the procedures for owner submission of PBV proposals and for DHA selection of PBV proposals [24 CFR 983.51]. Before selecting a PBV proposal, DHA must determine that the PBV proposal complies with HUD program regulations and requirements, including a determination that the property is eligible housing [24 CFR 983.53 and 983.54], complies with the cap on the number of PBV units per building [24 CFR 983.56], and meets the site selection standards [24 CFR 983.57].

17-II.B. OWNER PROPOSAL SELECTION PROCEDURES [24 CFR 983.51]
DHA must select PBV proposals in accordance with the selection procedures in DHA administrative plan. DHA must select PBV proposals by either of the following two methods.

• **DHA request for PBV Proposals.** DHA may solicit proposals by using a request for proposals to select proposals on a competitive basis in response to DHA request. DHA may not limit proposals to a single site or impose restrictions that explicitly or practically preclude owner submission of proposals for PBV housing on different sites.

• **DHA may select proposal that were previously selected based on a competition.** This may include selection of a proposal for housing assisted under a federal, state, or local government housing assistance program that was subject to a competition in accordance with the requirements of the applicable program, community development program, or supportive services program that requires competitive selection of proposals (e.g., HOME, and units for which competitively awarded LIHTCs have been provided), where the proposal has been selected in accordance with such program's competitive selection requirements within three years of the PBV proposal selection date, and the earlier competitive selection proposal did not involve any consideration that the project would receive PBV assistance.

**Solicitation and Selection of PBV Proposals [24 CFR 983.51(b) and (c)]**
DHA procedures for selecting PBV proposals must be designed and actually operated to provide
broad public notice of the opportunity to offer PBV proposals for consideration by DHA. The public notice procedures may include publication of the public notice in a local newspaper of general circulation and other means designed and actually operated to provide broad public notice. The public notice of DHA request for PBV proposals must specify the submission deadline. Detailed application and selection information must be provided at the request of interested parties.

DHA Policy

DHA Request for Proposals for Rehabilitated and Newly Constructed Units

DHA will advertise its request for proposals (RFP) for rehabilitated and newly constructed housing in the following newspapers and trade journals:

- The Durham Herald Sun
- The News & Observer

In addition, DHA will post the RFP and proposal submission and rating and ranking procedures on its electronic web site.

DHA will publish its advertisement in the newspapers and trade journals mentioned above for at least one day per week for three consecutive weeks. The advertisement will specify the number of units DHA estimates that it will be able to assist under the funding DHA is making available. Proposals will be due in DHA office by close of business 30 calendar days from the date of the last publication.

In order for the proposal to be considered, the owner must submit the proposal to DHA by the published deadline date, and the proposal must respond to all requirements as outlined in the RFP. Incomplete proposals will not be reviewed.

DHA will rate and rank proposals for rehabilitated and newly constructed housing using the following criteria:

Owner experience and capability to build or rehabilitate housing as identified in the RFP;

Extent to which the project furthers DHA goal of deconcentrating poverty and expanding housing and economic opportunities;

If applicable, the extent to which services for special populations are provided on site or in the immediate area for occupants of the property; and

Projects with less than 25 percent of the units assisted will be rated higher than projects with 25 percent of the units assisted. In the case of projects for occupancy by the elderly, persons with disabilities or families needing other services, DHA will rate partially assisted projects on the percent of units assisted.
assisted. Projects with the lowest percent of assisted units will receive the highest score.

DHA Requests for Proposals for Existing Housing Units

DHA will advertise its request for proposals (RFP) for existing housing in the following newspapers and trade journals.

- The Durham Herald Sun
- The News & Observer

In addition, DHA will post the notice inviting such proposal submission and the rating and ranking procedures on its electronic web site.

DHA will periodically publish its advertisement in the newspapers and trade journals mentioned above for at least one day per week for three consecutive weeks. The advertisement will specify the number of units DHA estimates that it will be able to assist under the funding DHA is making available. Owner proposals will be accepted on a first-come first-served basis and will be evaluated using the following criteria:

Experience as an owner in the tenant-based voucher program and owner compliance with the owner’s obligations under the tenant-based program;

Extent to which the project furthers DHA goal of deconcentrating poverty and expanding housing and economic opportunities;

If applicable, extent to which services for special populations are provided on site or in the immediate area for occupants of the property; and

Extent to which units are occupied by families that are eligible to participate in the PBV program.

DHA Selection of Proposals Subject to a Previous Competition under a Federal, State, or Local Housing Assistance Program

DHA will accept proposals for PBV assistance from owners that were competitively selected under another federal, state or local housing assistance program, including projects that were competitively awarded Low-Income Housing Tax Credits on an ongoing basis.

DHA may periodically advertise that it is accepting proposals, in the following newspapers and trade journals:
• The Durham Herald Sun or
• The News & Observer

In addition to, or in place of advertising, DHA may also directly contact specific owners that have already been selected for Federal, state, or local housing assistance based on a previously held competition, to inform them of available PBV assistance.

Proposals will be reviewed on a first-come first-served basis. DHA will evaluate each proposal on its merits using the following factors:

- Extent to which the project furthers DHA goal of deconcentrating poverty and expanding housing and economic opportunities; and
- Extent to which the proposal complements other local activities such as the redevelopment of a public housing site under the HOPE VI program, the HOME program, CDBG activities, other development activities in a HUD-designated Enterprise Zone, Economic Community, or Renewal Community.

**DHA-owned Units [24 CFR 983.51(e) and 983.59]**

A DHA-owned unit may be assisted under the PBV program only if the HUD field office or HUD-approved independent entity reviews the selection process and determines that DHA-owned units were appropriately selected based on the selection procedures specified in DHA administrative plan. If DHA selects a proposal for housing that is owned or controlled by DHA, DHA must identify the entity that will review DHA proposal selection process and perform specific functions with respect to rent determinations and inspections.

In the case of DHA-owned units, the initial contract rent must be approved by an independent entity based on an appraisal by a licensed, state-certified appraiser. In addition, housing quality standards inspections must be conducted by an independent entity.

The independent entity that performs these program services may be the unit of general local government for DHA jurisdiction (unless DHA is itself the unit of general local government or an agency of such government) or another HUD-approved public or private independent entity.

**DHA Policy**

DHA may submit a proposal for project-based housing that is owned or controlled by DHA. If the proposal for DHA-owned housing is selected, DHA will use a HUD approved entity to review DHA selection and to administer the PBV program. DHA will obtain HUD approval of the entity prior to selecting the proposal for DHA-owned housing.

DHA may only compensate the independent entity and appraiser from DHA ongoing administrative fee income (including amounts credited to the administrative fee reserve). The
DHA may not use other program receipts to compensate the independent entity and appraiser for their services. DHA, independent entity, and appraiser may not charge the family any fee for the appraisal or the services provided by the independent entity.

**DHA Notice of Owner Selection [24 CFR 983.51(d)]**

DHA must give prompt written notice to the party that submitted a selected proposal and must also give prompt public notice of such selection. Public notice procedures may include publication of public notice in a local newspaper of general circulation and other means designed and actually operated to provide broad public notice.

**DHA Policy**

Within 10 business days of DHA making the selection, DHA will notify the selected owner in writing of the owner’s selection for the PBV program. DHA will also notify in writing all owners that submitted proposals that were not selected and advise such owners of the name of the selected owner.

In addition, DHA will publish its notice for selection of PBV proposals for two consecutive days in the same newspapers and trade journals DHA used to solicit the proposals. The announcement will include the name of the owner that was selected for the PBV program. DHA will also post the notice of owner selection on its electronic web site.

DHA will make available to any interested party its rating and ranking sheets and documents that identify DHA basis for selecting the proposal. These documents will be available for review by the public and other interested parties for one month after publication of the notice of owner selection. DHA will not make available sensitive owner information that is privileged, such as financial statements and similar information about the owner.

DHA will make these documents available for review at DHA during normal business hours. The cost for reproduction of allowable documents will be $.25 per page.

**17-IL.C. HOUSING TYPE [24 CFR 983.52]**

DHA may attach PBV assistance for units in existing housing or for newly constructed or rehabilitated housing developed under and in accordance with an agreement to enter into a housing assistance payments contract that was executed prior to the start of construction. A housing unit is considered an existing unit for purposes of the PBV program, if, at the time of notice of DHA selection, the units substantially comply with HQS. Units for which new construction or rehabilitation was started in accordance with PBV program requirements do not qualify as existing housing.

DHA must decide what housing type, new construction, rehabilitation, or existing housing, will be used to develop project-based housing. DHA choice of housing type must be reflected in its solicitation for proposals.
17-ILD. PROHIBITION OF ASSISTANCE FOR CERTAIN UNITS

Ineligible Housing Types [24 CFR 983.53]
DHA may not attach or pay PBV assistance to shared housing units; units on the grounds of a penal reformatory, medical, mental, or similar public or private institution; nursing homes or facilities providing continuous psychiatric, medical, nursing services, board and care, or intermediate care (except that assistance may be provided in assisted living facilities); units that are owned or controlled by an educational institution or its affiliate and are designated for occupancy by students; manufactured homes; cooperative housing; and transitional housing. In addition, DHA may not attach or pay PBV assistance for a unit occupied by an owner and the DHA may not select or enter into an agreement to enter into a HAP contract or HAP contract for a unit occupied by a family ineligible for participation in the PBV program.

High-rise Elevator Projects for Families with Children [24 CFR 983.53(b)]
DHA may use high-rise elevator building for families with children if it makes a determination that there is no practical alternative and HUD approves DHA determination. DHA may make this initial determination for its project-based voucher program, in whole or in part, and need not review each project on a case-by-case basis, and HUD may approve on the same basis.

DHA Policy
DHA will not use high-rise elevator projects for families with children.

Subsidized Housing [24 CFR 983.54]
A DHA may not attach or pay PBV assistance to units in any of the following types of subsidized housing:

- A public housing unit;
- A unit subsidized with any other form of Section 8 assistance;
- A unit subsidized with any governmental rent subsidy;
- A unit subsidized with any governmental subsidy that covers all or any part of the operating costs of the housing;
- A unit subsidized with Section 236 rental assistance payments (except that a DHA may attach assistance to a unit subsidized with Section 236 interest reduction payments);
- A Section 202 project for non-elderly with disabilities;
- Section 811 project-based supportive housing for persons with disabilities;
- Section 202 supportive housing for the elderly;
- A Section 101 rent supplement project;
- A unit subsidized with any form of tenant-based rental assistance;
- A unit with any other duplicative federal, state, or local housing subsidy, as determined by HUD or DHA in accordance with HUD requirements.
17-ILE. SUBSIDY LAYERING REQUIREMENTS [24 CFR 983.55]
DHA may provide PBV assistance only in accordance with HUD subsidy layering regulations [24 CFR 4.13] and other requirements.

The subsidy layering review is intended to prevent excessive public assistance by combining (layering) housing assistance payment subsidy under the PBV program with other governmental housing assistance from federal, state, or local agencies, including assistance such as tax concessions or tax credits.

DHA must submit the necessary documentation to HUD for a subsidy layering review. DHA may not enter into an agreement to enter into a HAP contract or a HAP contract until HUD (or an independent entity approved by HUD) has conducted any required subsidy layering review and determined that the PBV assistance is in accordance with HUD subsidy layering requirements.

The HAP contract must contain the owner's certification that the project has not received and will not receive (before or during the term of the HAP contract) any public assistance for acquisition, development, or operation of the housing other than assistance disclosed in the subsidy layering review in accordance with HUD requirements.

17-ILF. CAP ON NUMBER OF PBV UNITS IN EACH BUILDING

25 Percent per Building Cap [24 CFR 983.56(a)]
In general, DHA may not select a proposal to provide PBV assistance for units in a building or enter into an agreement to enter into a HAP contract or a HAP contract to provide PBV assistance for units in a building, if the total number of dwelling units in the building that will receive PBV assistance during the term of the PBV HAP contract is more than 25 percent of the number of dwelling units (assisted or unassisted) in the building.

Exceptions to 25 Percent per Building Cap [24 CFR 983.56(b)]
Exceptions are allowed and PBV units are not counted against the 25 percent per building cap if:

- The units are in a single-family building (one to four units);
- The units are excepted units in a multifamily building because they are specifically made available for elderly or disabled families or families receiving supportive services (also known as qualifying families).

DHA must include in DHA administrative plan the type of services offered to families for a project to qualify for the exception and the extent to which such services will be provided. It is not necessary that the services be provided at or by the project, if they are approved services. To qualify, a family must have at least one member receiving at least one qualifying supportive service. A DHA may not require participation in medical or disability-related services other than...
drug and alcohol treatment in the case of current abusers as a condition of living in an excepted unit, although such services may be offered.

If a family at the time of initial tenancy is receiving, and while the resident of an excepted unit has received, FSS supportive services or any other supportive services as defined in DHA administrative plan, and successfully completes the FSS contract of participation or the supportive services requirement, the unit continues to count as an excepted unit for as long as the family resides in the unit.

DHA must monitor the excepted family's continued receipt of supportive services and take appropriate action regarding those families that fail without good cause to complete their supportive services requirement. DHA administrative plan must state the form and frequency of such monitoring.

DHA Policy
DHA will not provide PBV assistance for excepted units.

Promoting Partially-Assisted Buildings [24 CFR 983.56(c)]
A DHA may establish local requirements designed to promote PBV assistance in partially assisted buildings. A partially assisted building is a building in which there are fewer units covered by a HAP contract than residential units [24 CFR 983.3].

A DHA may establish a per-building cap on the number of units that will receive PBV assistance or other project-based assistance in a multifamily building containing excepted units or in a single-family building. A DHA may also determine not to provide PBV assistance for excepted units, or DHA may establish a per-building cap of less than 25 percent.

DHA Policy:
DHA will not provide assistance for excepted units. Beyond that, DHA will not impose any further cap on the number of PBV units assisted per building.

17-II.G. SITE SELECTION STANDARDS
Compliance with PBV Goals, Civil Rights Requirements, and HQS Site Standards [24 CFR 983.57(b)]
DHA may not select a proposal for existing, newly constructed, or rehabilitated PBV housing on a site or enter into an agreement to enter into a HAP contract or HAP contract for units on the site, unless DHA has determined that PBV assistance for housing at the selected site is consistent with the goal of deconcentrating poverty and expanding housing and economic opportunities. The standard for deconcentrating poverty and expanding housing and economic opportunities must be consistent with DHA Plan under 24 CFR 903 and DHA administrative plan.

In addition, prior to selecting a proposal, DHA must determine that the site is suitable from the standpoint of facilitating and furthering full compliance with the applicable Civil Rights Laws, regulations, and Executive Orders, and that the site meets the HQS site and neighborhood standards at 24 CFR 982.401(l).
**DHA Policy**

It is DHA goal to select sites for PBV housing that provide for deconcentrating poverty and expanding housing and economic opportunities. In complying with this goal DHA will limit approval of sites for PBV housing in census tracts that have poverty concentrations of 20 percent or less.

However, DHA will grant exceptions to the 20 percent standard where DHA determines that the PBV assistance will complement other local redevelopment activities designed to deconcentrate poverty and expand housing and economic opportunities in census tracts with poverty concentrations greater than 20 percent, such as sites in:

- A census tract in which the proposed PBV development will be located in a HUD-designated Enterprise Zone, Economic Community, or Renewal Community;
- A census tract where the concentration of assisted units will be or has decreased as a result of public housing demolition and HOPE VI redevelopment;
- A census tract in which the proposed PBV development will be located is undergoing significant revitalization as a result of state, local, or federal dollars invested in the area;
- A census tract where new market rate units are being developed where such market rate units will positively impact the poverty rate in the area;
- A census tract where there has been an overall decline in the poverty rate within the past five years; or
- A census tract where there are meaningful opportunities for educational and economic advancement.

**Existing and Rehabilitated Housing Site and Neighborhood Standards [24 CFR 983.57(d)]**

DHA may not enter into an agreement to enter into a HAP contract nor enter into a HAP contract for existing or rehabilitated housing until it has determined that the site complies with the HUD required site and neighborhood standards. The site must:

- Be adequate in size, exposure, and contour to accommodate the number and type of units proposed;
- Have adequate utilities and streets available to service the site;
- Promote a greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons;
- Be accessible to social, recreational, educational, commercial, and health facilities and
• services and other municipal facilities and services equivalent to those found in neighborhoods consisting largely of unassisted similar units; and

• Be located so that travel time and cost via public transportation or private automobile from the neighborhood to places of employment is not excessive.

**New Construction Site and Neighborhood Standards [24 CFR 983.57(e)]**

In order to be selected for PBV assistance, a site for newly constructed housing must meet the following HUD required site and neighborhood standards:

• The site must be adequate in size, exposure, and contour to accommodate the number and type of units proposed;

• The site must have adequate utilities and streets available to service the site;

• The site must not be located in an area of minority concentration unless DHA determines that sufficient, comparable opportunities exist for housing for minority families in the income range to be served by the proposed project outside areas of minority concentration or that the project is necessary to meet overriding housing needs that cannot be met in that housing market area;

• The site must not be located in a racially mixed area if the project will cause a significant increase in the proportion of minority to non-minority residents in the area.

• The site must promote a greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons;

• The neighborhood must not be one that is seriously detrimental to family life or in which substandard dwellings or other undesirable conditions predominate;

• The housing must be accessible to social, recreational, educational, commercial, and health facilities and services and other municipal facilities and services equivalent to those found in neighborhoods consisting largely of unassisted similar units; and

• Except for housing designed for elderly persons, the housing must be located so that travel time and cost via public transportation or private automobile from the neighborhood to places of employment is not excessive.

**17-IL.H. ENVIRONMENTAL REVIEW [24 CFR 983.58]**

DHA activities under the PBV program are subject to HUD environmental regulations in 24 CFR parts 50 and 58. The responsible entity is responsible for performing the federal environmental review under the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.). DHA may not enter into an agreement to enter into a HAP contract nor enter into a HAP contract until it has complied with the environmental review requirements.

In the case of existing housing, the responsible entity that is responsible for the environmental review under 24 CFR part 58 must determine whether or not PBV assistance is categorically...
excluded from review under the National Environmental Policy Act and whether or not the assistance is subject to review under the laws and authorities listed in 24 CFR 58.5.

DHA may not enter into an agreement to enter into a HAP contract or a HAP contract with an owner, and DHA, the owner, and its contractors may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct real property or commit or expend program or local funds for PBV activities under this part, until the environmental review is completed.

DHA must supply all available, relevant information necessary for the responsible entity to perform any required environmental review for any site. DHA must require the owner to carry out mitigating measures required by the responsible entity (or HUD, if applicable) as a result of the environmental review.

PART III: DWELLING UNITS

17-III.A. OVERVIEW
This part identifies the special housing quality standards that apply to the PBV program, housing accessibility for persons with disabilities, and special procedures for conducting housing quality standards inspections.

17-III.B. HOUSING QUALITY STANDARDS [24 CFR 983.101]
The housing quality standards (HQS) for the tenant-based program, including those for special housing types, generally apply to the PBV program. HQS requirements for shared housing, cooperative housing, manufactured home space rental, and the homeownership option do not apply because these housing types are not assisted under the PBV program.

The physical condition standards at 24 CFR 5.703 do not apply to the PBV program.

Lead-based Paint [24 CFR 983.101(c)]

17-III.C. HOUSING ACCESSIBILITY FOR PERSONS WITH DISABILITIES
The housing must comply with program accessibility requirements of section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8. DHA must ensure that the percentage of accessible dwelling units complies with the requirements of section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by HUD's regulations at 24 CFR 8, subpart C.

Housing first occupied after March 13, 1991, must comply with design and construction requirements of the Fair Housing Amendments Act of 1988 and implementing regulations at 24 CFR 100.205, as applicable. (24 CFR 983.102)
17-IIL.D. INSPECTING UNITS

Pre-selection Inspection [24 CFR 983.103(a)]
DHA must examine the proposed site before the proposal selection date. If the units to be assisted already exist, DHA must inspect all the units before the proposal selection date, and must determine whether the units substantially comply with HQS. To qualify as existing housing, units must substantially comply with HQS on the proposal selection date. However, DHA may not execute the HAP contract until the units fully comply with HQS.

Pre-HAP Contract Inspections [24 CFR 983.103(b)]
DHA must inspect each contract unit before execution of the HAP contract. DHA may not enter into a HAP contract covering a unit until the unit fully complies with HQS.

Turnover Inspections [24 CFR 983.103(c)]
Before providing assistance to a new family in a contract unit, DHA must inspect the unit. DHA may not provide assistance on behalf of the family until the unit fully complies with HQS.

Annual Inspections [24 CFR 983.103(d)]
At least annually during the term of the HAP contract, DHA must inspect a random sample, consisting of at least 20 percent of the contract units in each building to determine if the contract units and the premises are maintained in accordance with HQS. Turnover inspections are not counted toward meeting this annual inspection requirement.

If more than 20 percent of the annual sample of inspected contract units in a building fails the initial inspection, DHA must reinspect 100 percent of the contract units in the building.

Other Inspections [24 CFR 983.103(e)]
DHA must inspect contract units whenever needed to determine that the contract units comply with HQS and that the owner is providing maintenance, utilities, and other services in accordance with the HAP contract. DHA must take into account complaints and any other information coming to its attention in scheduling inspections.

DHA must conduct follow-up inspections needed to determine if the owner (or, if applicable, the family) has corrected an HQS violation, and must conduct inspections to determine the basis for exercise of contractual and other remedies for owner or family violation of HQS.

In conducting DHA supervisory quality control HQS inspections, DHA should include a representative sample of both tenant-based and project-based units.

Inspecting DHA-owned Units [24 CFR 983.103(f)]
In the case of DHA-owned units, the inspections must be performed by an independent agency designated by DHA and approved by HUD. The independent entity must furnish a copy of each inspection report to DHA and to the HUD field office where the project is located. DHA must take all necessary actions in response to inspection reports from the independent...
agency, including exercise of contractual remedies for violation of the HAP contract by DHA-owner.

PART IV: REHABILITATED AND NEWLY CONSTRUCTED UNITS

17-IV.A. OVERVIEW [24 CFR 983.151]
There are specific requirements that apply to PBV assistance for newly constructed or rehabilitated housing that do not apply to PBV assistance in existing housing. This part describes the requirements unique to this type of assistance.

Housing selected for this type of assistance may not at a later date be selected for PBV assistance as existing housing.

17-IV.B. AGREEMENT TO ENTER INTO HAP CONTRACT
In order to offer PBV assistance in rehabilitated or newly constructed units, DHA must enter into an agreement to enter into HAP contract (Agreement) with the owner of the property. The Agreement must be in the form required by HUD [24 CFR 983.152(a)].

In the Agreement the owner agrees to develop the PBV contract units to comply with HQS, and DHA agrees that upon timely completion of such development in accordance with the terms of the Agreement, DHA will enter into a HAP contract with the owner for the contract units [24 CFR 983.152(b)].

Content of the Agreement [24 CFR 983.152(c)]
At a minimum, the Agreement must describe the following features of the housing to be developed and assisted under the PBV program:

- Site and the location of the contract units;
- Number of contract units by area (size) and number of bedrooms and bathrooms;
- Services, maintenance, or equipment to be supplied by the owner without charges in addition to the rent;
- Utilities available to the contract units, including a specification of utility services to be paid by the owner and utility services to be paid by the tenant;
- An indication of whether or not the design and construction requirements of the Fair Housing Act and section 504 of the Rehabilitation Act of 1973 apply to units under the Agreement. If applicable, any required work item resulting from these requirements must be included in the description of work to be performed under the Agreement;
- Estimated initial rents to owner for the contract units;
- Description of the work to be performed under the Agreement. For rehabilitated units, the description must include the rehabilitation work write up and, where determined necessary by DHA, specifications and plans. For new construction units, the description must include the working drawings and specifications.
- Any additional requirements for quality, architecture, or design over and above HQS.
Execution of the Agreement [24 CFR 983.153]
The Agreement must be executed promptly after DHA notice of proposal selection to the selected owner. However, DHA may not enter into the Agreement with the owner until the subsidy layering review is completed. Likewise, DHA may not enter into the Agreement until the environmental review is completed and DHA has received environmental approval.

DHA Policy
DHA will enter into the Agreement with the owner within 10 business days of receiving both environmental approval and notice that subsidy layering requirements have been met, and before construction or rehabilitation work is started.

17-IV.C. CONDUCT OF DEVELOPMENT WORK

Labor Standards [24 CFR 983.154(b)]
If an Agreement covers the development of nine or more contract units (whether or not completed in stages), the owner and the owner’s contractors and subcontractors must pay Davis-Bacon wages to laborers and mechanics employed in the development of housing. The HUD-prescribed form of the Agreement will include the labor standards clauses required by HUD, such as those involving Davis-Bacon wage rates.

The owner, contractors, and subcontractors must also comply with the Contract Work Hours and Safety Standards Act, Department of Labor regulations in 29 CFR part 5, and other applicable federal labor relations laws and regulations. DHA must monitor compliance with labor standards.

Equal Opportunity [24 CFR 983.154(c)]
The owner must comply with Section 3 of the Housing and Urban Development Act of 1968 and the implementing regulations at 24 CFR part 135. The owner must also comply with federal equal employment opportunity requirements.

Owner Disclosure [24 CFR 983.154(d) and (e)]
The Agreement and HAP contract must include a certification by the owner that the owner and other project principals are not on the U.S. General Services Administration list of parties excluded from federal procurement and non-procurement programs. The owner must also disclose any possible conflict of interest that would be a violation of the Agreement, the HAP contract, or HUD regulations.

17-IV.D. COMPLETION OF HOUSING

The Agreement must specify the deadlines for completion of the housing, and the owner must develop and complete the housing in accordance with these deadlines. The Agreement must also specify the deadline for submission by the owner of the required evidence of completion.

Evidence of Completion [24 CFR 983.155(b)]
At a minimum, the owner must submit the following evidence of completion to DHA in the form and manner required by DHA:
• Owner certification that the work has been completed in accordance with HQS and all requirements of the Agreement; and
• Owner certification that the owner has complied with labor standards and equal opportunity requirements in development of the housing.
At DHA’s discretion, the Agreement may specify additional documentation that must be submitted by the owner as evidence of housing completion.

**DHA Policy**
DHA will determine the need for the owner to submit additional documentation as evidence of housing completion on a case-by-case basis depending on the nature of the PBV project. DHA will specify any additional documentation requirements in the Agreement to enter into HAP contract.

**DHA Acceptance of Completed Units [24 CFR 983.156]**
Upon notice from the owner that the housing is completed, DHA must inspect to determine if the housing has been completed in accordance with the Agreement, including compliance with HQS and any additional requirements imposed under the Agreement. DHA must also determine if the owner has submitted all required evidence of completion.

If the work has not been completed in accordance with the Agreement, DHA must not enter into the HAP contract.

If DHA determines the work has been completed in accordance with the Agreement and that the owner has submitted all required evidence of completion, DHA must submit the HAP contract for execution by the owner and must then execute the HAP contract.

**PART V: HOUSING ASSISTANCE PAYMENTS CONTRACT (HAP)**

**17-V.A. OVERVIEW**
DHA must enter into a HAP contract with an owner for units that are receiving PBV assistance. The purpose of the HAP contract is to provide housing assistance payments for eligible families. Housing assistance is paid for contract units leased and occupied by eligible families during the HAP contract term. The HAP contract must be in the form required by HUD [24 CFR 983.202].

**17-V.B. HAP CONTRACT REQUIREMENTS**

**Contract Information [24 CFR 983.203]**
The HAP contract must specify the following information:

• The total number of contract units by number of bedrooms;
• The project’s name, street address, city or county, state and zip code, block and lot number (if known), and any other information necessary to clearly identify the site and the building;
• The number of contract units in each building, the location of each contract unit, the area of each contract unit, and the number of bedrooms and bathrooms in each contract unit;

• Services, maintenance, and equipment to be supplied by the owner and included in the rent to owner;

• Utilities available to the contract units, including a specification of utility services to be paid by the owner (included in rent) and utility services to be paid by the tenant;

• Features provided to comply with program accessibility requirements of Section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR part 8;

• The HAP contract term;

• The number of units in any building that will exceed the 25 percent per building cap, which will be set-aside for occupancy by qualifying families; and

• The initial rent to owner for the first 12 months of the HAP contract term.

**Execution of the HAP Contract [24 CFR 983.204]**

DHA may not enter into a HAP contract until each contract unit has been inspected and DHA has determined that the unit complies with the Housing Quality Standards (HQS). For existing housing, the HAP contract must be executed promptly after DHA selects the owner proposal and inspects the housing units. For newly constructed or rehabilitated housing the HAP contract must be executed after DHA has inspected the completed units and has determined that the units have been completed in accordance with the agreement to enter into HAP, and the owner furnishes all required evidence of completion.

**DHA Policy**

For existing housing, the HAP contract will be executed within 10 business days of DHA determining that all units pass HQS.

For rehabilitated or newly constructed housing, the HAP contract will be executed within 10 business days of DHA determining that the units have been completed in accordance with the agreement to enter into HAP, all units meet HQS, and the owner has submitted all required evidence of completion.

**Term of HAP Contract [24 CFR 983.205]**

DHA may enter into a HAP contract with an owner for an initial term of no less than one year and no more than ten years.

**DHA Policy**

The term of all PBV HAP contracts will be negotiated with the owner on a case-by-case basis.

Within one year before expiration of the HAP contract, DHA may extend the term of the contract for an additional term of up to five years if DHA determines an extension is appropriate to continue providing affordable housing for low-income families. Subsequent
extensions are subject to the same limitations. All extensions must be on the form and subject to the conditions prescribed by HUD at the time of the extension.

**DHA Policy**
When determining whether or not to extend an expiring PBV contract, DHA will consider several factors including, but not limited to:

- The cost of extending the contract and the amount of available budget authority;
- The condition of the contract units;
- The owner’s record of compliance with obligations under the HAP contract and lease(s);
- Whether the location of the units continues to support the goals of deconcentrating poverty and expanding housing opportunities; and
- Whether the funding could be used more appropriately for tenant-based assistance.

**Termination by DHA [24 CFR 983.205(c)]**
The HAP contract must provide that the term of DHA’s contractual commitment is subject to the availability of sufficient appropriated funding as determined by HUD or by DHA in accordance with HUD instructions. For these purposes, sufficient funding means the availability of appropriations, and of funding under the ACC from such appropriations, to make full payment of housing assistance payments payable to the owner for any contract year in accordance with the terms of the HAP contract.

If it is determined that there may not be sufficient funding to continue housing assistance payments for all contract units and for the full term of the HAP contract, DHA may terminate the HAP contract by notice to the owner. The termination must be implemented in accordance with HUD instructions.

**Termination by Owner [24 CFR 983.205(d)]**
If in accordance with program requirements the amount of rent to an owner for any contract unit is reduced below the amount of the rent to owner at the beginning of the HAP contract term, the owner may terminate the HAP contract by giving notice to DHA. In this case, families living in the contract units must be offered tenant-based assistance.

**Remedies for HQS Violations [24 CFR 983.207(b)]**
DHA may not make any HAP payment to the owner for a contract unit during any period in which the unit does not comply with HQS. If DHA determines that a contract does not comply with HQS, DHA may exercise any of its remedies under the HAP contract, for any or all of the contract units. Available remedies include termination of housing assistance payments, abatement or reduction of housing assistance payments, reduction of contract units, and termination of the HAP contract.
DHA Policy
DHA will abate and terminate PBV HAP contracts for non-compliance with HQS in accordance with the policies used in the tenant-based voucher program. These policies are contained in Section 8-II.G., Enforcing Owner Compliance.

17-V.C. AMENDMENTS TO THE HAP CONTRACT

Substitution of Contract Units [24 CFR 983.206(a)]
At DHA’s discretion and subject to all PBV requirements, the HAP contract may be amended to substitute a different unit with the same number of bedrooms in the same building for a previously covered contract unit. Before any such substitution can take place, DHA must inspect the proposed unit and determine the reasonable rent for the unit.

Addition of Contract Units [24 CFR 983.206(b)]
At DHA’s discretion and subject to the restrictions on the number of dwelling units that can receive PBV assistance per building and on the overall size of DHA’s PBV program, a HAP contract may be amended during the three-year period following the execution date of the HAP contract to add additional PBV units in the same building. This type of amendment is subject to all PBV program requirements except that a new PBV proposal is not required.

DHA Policy
DHA will consider adding contract units to the HAP contract when DHA determines that additional housing is needed to serve eligible low-income families. Circumstances may include, but are not limited to:

- The local housing inventory is reduced due to a disaster (either due to loss of housing units, or an influx of displaced families); and
- Voucher holders are having difficulty finding units that meet program requirements.

17-V.D. HAP CONTRACT YEAR, ANNIVERSARY AND EXPIRATION DATES [24 CFR 983.206(c) and 983.302(e)]
The HAP contract year is the period of 12 calendar months preceding each annual anniversary of the HAP contract during the HAP contract term. The initial contract year is calculated from the first day of the first calendar month of the HAP contract term.

The annual anniversary of the HAP contract is the first day of the first calendar month after the end of the preceding contract year.

There is a single annual anniversary and expiration date for all units under a particular HAP contract, even in cases where contract units are placed under the HAP contract in stages (on different dates) or units are added by amendment. The anniversary and expiration dates for all units coincide with the dates for the contract units that were originally placed under contract.

17-V.E. OWNER RESPONSIBILITIES UNDER THE HAP [24 CFR 983.209]
When the owner executes the HAP contract s/he certifies that at such execution and at all times during the term of the HAP contract:
• All contract units are in good condition and the owner is maintaining the premises and contract units in accordance with HQS;

• The owner is providing all services, maintenance, equipment and utilities as agreed to under the HAP contract and the leases;

• Each contract unit for which the owner is receiving HAP, is leased to an eligible family referred by DHA, and the lease is in accordance with the HAP contract and HUD requirements;

• To the best of the owner’s knowledge the family resides in the contract unit for which the owner is receiving HAP, and the unit is the family’s only residence;

• The owner (including a principal or other interested party) is not the spouse, parent, child, grandparent, grandchild, sister, or brother of any member of a family residing in a contract unit;

• The amount of the HAP the owner is receiving is correct under the HAP contract;

• The rent for contract units does not exceed rents charged by the owner for comparable unassisted units;

• Except for HAP and tenant rent, the owner has not received and will not receive any other payment or consideration for rental of the contract unit; and

• The family does not own or have any interest in the contract unit.

17-V.F. ADDITIONAL HAP REQUIREMENTS

Housing Quality and Design Requirements [24 CFR 983.101(e) and 983.207(a)]
The owner is required to maintain and operate the contract units and premises in accordance with HQS, including performance of ordinary and extraordinary maintenance. The owner must provide all the services, maintenance, equipment, and utilities specified in the HAP contract with DHA and in the lease with each assisted family. In addition, maintenance, replacement and redecoration must be in accordance with the standard practice for the building as established by the owner.

DHA may elect to establish additional requirements for quality, architecture, or design of PBV housing. Any such additional requirements must be specified in the Agreement to enter into a HAP contract and the HAP contract. These requirements must be in addition to, not in place of, compliance with HQS.

DHA Policy
DHA will identify the need for any special features on a case-by-case basis depending on the intended occupancy of the PBV project. DHA will specify any special design standards or additional requirements in the invitation for PBV proposals, the agreement to enter into HAP contract, and the HAP contract.

Vacancy Payments [24 CFR 983.352(b)]
At the discretion of DHA, the HAP contract may provide for vacancy payments to the owner for a DHA-determined period of vacancy extending from the beginning of the first calendar

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month after the move-out month for a period not exceeding two full months following the move-out month. The amount of the vacancy payment will be determined by DHA and cannot exceed the monthly rent to owner under the assisted lease, minus any portion of the rental payment received by the owner (including amounts available from the tenant’s security deposit).

**DHA Policy**

DHA will decide on a case-by-case basis if DHA will provide vacancy payments to the owner. The HAP contract with the owner will contain any such agreement, including the amount of the vacancy payment and the period for which the owner will qualify for these payments.

**PART VI: SELECTION OF PBV PROGRAM PARTICIPANTS**

**17-VIA. OVERVIEW**

Many of the provisions of the tenant-based voucher regulations [24 CFR 982] also apply to the PBV program. This includes requirements related to determining eligibility and selecting applicants from the waiting list. Even with these similarities, there are requirements that are unique to the PBV program. This part describes the requirements and policies related to eligibility and admission to the PBV program.

**17-VIB. ELIGIBILITY FOR PBV ASSISTANCE [24 CFR 983.251(a) and (b)]**

DHA may select families for the PBV program from those who are participants in DHA’s tenant-based voucher program and from those who have applied for admission to the voucher program. For voucher participants, eligibility was determined at original admission to the voucher program and does not need to be redetermined at the commencement of PBV assistance. For all others, eligibility for admission must be determined at the commencement of PBV assistance.

Applicants for PBV assistance must meet the same eligibility requirements as applicants for the tenant-based voucher program. Applicants must qualify as a family as defined by HUD and DHA, have income at or below HUD-specified income limits, and qualify on the basis of citizenship or the eligible immigration status of family members [24 CFR 982.201(a) and 24 CFR 983.2(a)]. In addition, an applicant family must provide social security information for family members [24 CFR 5.216 and 5.218] and consent to DHA’s collection and use of family information regarding income, expenses, and family composition [24 CFR 5.230]. An applicant family must also meet HUD requirements related to current or past criminal activity.

**DHA Policy**

DHA will determine an applicant family’s eligibility for the PBV program in accordance with the policies in Chapter 3.

**In-Place Families [24 CFR 983.251(b)]**

An eligible family residing in a proposed PBV contract unit on the date the proposal is selected by DHA is considered an “in-place family.” These families are afforded protection from displacement under the PBV rule. If a unit to be placed under contract (either an existing unit or
a unit requiring rehabilitation) is occupied by an eligible family on the date the proposal is selected, the in-place family must be placed on DHA’s waiting list. Once the family’s continued eligibility is determined (DHA may deny assistance to an in-place family for the grounds specified in 24 CFR 982.552 and 982.553), the family must be given an absolute selection preference and DHA must refer these families to the project owner for an appropriately sized PBV unit in the project. Admission of eligible in-place families is not subject to income targeting requirements.

This regulatory protection from displacement does not apply to families that are not eligible to participate in the program on the proposal selection date.

17-VI.C. ORGANIZATION OF THE WAITING LIST [24 CFR 983.251(c)]
DHA may establish a separate waiting list for PBV units or it may use the same waiting list for both tenant-based and PBV assistance. DHA may also merge the PBV waiting list with a waiting list for other assisted housing programs offered by DHA. If DHA chooses to offer a separate waiting list for PBV assistance, DHA must offer to place applicants who are listed on the tenant-based waiting list on the waiting list for PBV assistance.

If a DHA decides to establish a separate PBV waiting list, DHA may use a single waiting list for DHA’s whole PBV program, or it may establish separate waiting lists for PBV units in particular projects or buildings or for sets of such units.

DHA Policy
DHA will establish and manage separate waiting lists for individual projects or buildings that are receiving PBV assistance. DHA currently has waiting lists for the following PBV projects:
- Life House of Durham

17-VI.D. SELECTION FROM THE WAITING LIST [24 CFR 983.251(c)]
Applicants who will occupy units with PBV assistance must be selected from DHA’s waiting list. DHA may establish selection criteria or preferences for occupancy of particular PBV units. DHA may place families referred by the PBV owner on its PBV waiting list.

Income Targeting [24 CFR 983.251(c)(6)]
At least 75 percent of the families admitted to DHA’s tenant-based and project-based voucher programs during DHA fiscal year from the waiting list must be extremely-low income families. The income targeting requirement applies to the total of admissions to both programs.

Units with Accessibility Features [24 CFR 983.251(c)(7)]
When selecting families to occupy PBV units that have special accessibility features for persons with disabilities, DHA must first refer families who require such features to the owner.

Preferences [24 CFR 983.251(d)]
DHA may use the same selection preferences that are used for the tenant-based voucher program, establish selection criteria or preferences for the PBV program as a whole, or for occupancy of particular PBV developments or units. DHA must provide an absolute
selection preference for eligible in-place families as described in Section 17-VI.B. above. Although DHA is prohibited from granting preferences to persons with a specific disability, DHA may give preference to disabled families who need services offered at a particular project or site if the preference is limited to families (including individuals):

- With disabilities that significantly interfere with their ability to obtain and maintain themselves in housing;
- Who, without appropriate supportive services, will not be able to obtain or maintain themselves in housing; and
- For whom such services cannot be provided in a non-segregated setting.

In advertising such a project, the owner may advertise the project as offering services for a particular type of disability; however, the project must be open to all otherwise eligible disabled persons who may benefit from services provided in the project. In these projects, disabled residents may not be required to accept the particular services offered as a condition of occupancy.

If DHA has buildings with more than 25 percent of the units receiving project-based assistance because those buildings include “excepted units” (units specifically made available for elderly or disabled families, or families receiving supportive services), DHA must give preference to such families when referring families to these units [24 CFR 983.261(b)].

**DHA Policy**

DHA will provide a selection preference when required by the regulation (e.g., eligible in-place families, qualifying families for “excepted units,” mobility impaired persons for accessible units). DHA will not offer any additional preferences for the PBV program or for particular PBV projects or units.

### 17-VI.E. OFFER OF PBV ASSISTANCE

**Refusal of Offer [24 CFR 983.251(e)(3)]**

DHA is prohibited from taking any of the following actions against a family who has applied for, received, or refused an offer of PBV assistance:

- Refuse to list the applicant on the waiting list for tenant-based voucher assistance;
- Deny any admission preference for which the applicant qualifies;
- Change the applicant’s place on the waiting list based on preference, date, and time of application, or other factors affecting selection under DHA’s selection policy;
- Remove the applicant from the tenant-based voucher waiting list.

**Disapproval by Landlord [24 CFR 983.251(e)(2)]**

If a PBV owner rejects a family for admission to the owner’s units, such rejection may not affect the family’s position on the tenant-based voucher waiting list.
Acceptance of Offer [24 CFR 983.252]

Family Briefing
When a family accepts an offer for PBV assistance, DHA must give the family an oral briefing. The briefing must include information on how the program works and the responsibilities of the family and owner. In addition to the oral briefing, DHA must provide a briefing packet that explains how DHA determines the total tenant payment for a family, the family obligations under the program, and applicable fair housing information.

Persons with Disabilities
If an applicant family’s head or spouse is disabled, DHA must assure effective communication, in accordance with 24 CFR 8.6, in conducting the oral briefing and in providing the written information packet. This may include making alternative formats available (see Chapter 2). In addition, DHA must have a mechanism for referring a family that includes a member with a mobility impairment to an appropriate accessible PBV unit.

Persons with Limited English Proficiency
DHA should take reasonable steps to assure meaningful access by persons with limited English proficiency in accordance with Title VI of the Civil Rights Act of 1964 and Executive Order 13166 (see Chapter 2).

17-VI.F. OWNER SELECTION OF TENANTS
The owner is responsible for developing written tenant selection procedures that are consistent with the purpose of improving housing opportunities for very low-income families and reasonably related to program eligibility and an applicant’s ability to fulfill their obligations under the lease. An owner must promptly notify in writing any rejected applicant of the grounds for any rejection [24 CFR 983.253(b)].

Leasing [24 CFR 983.253(a)]
During the term of the HAP contract, the owner must lease contract units to eligible families that are selected and referred by DHA from DHA’s waiting list. The contract unit leased to the family must be the appropriate size unit for the size of the family, based on DHA’s subsidy standards.

Filling Vacancies [24 CFR 983.254(a)]
The owner must promptly notify DHA of any vacancy or expected vacancy in a contract unit. After receiving such notice, DHA must make every reasonable effort to promptly refer a sufficient number of families for the owner to fill such vacancies. DHA and the owner must make reasonable efforts to minimize the likelihood and length of any vacancy.

DHA Policy
The owner must notify DHA in writing (mail, fax, or e-mail) within 5 business days of learning about any vacancy or expected vacancy.

DHA will make every reasonable effort to refer families to the owner within 10 business days of receiving such notice from the owner.
Reduction in HAP Contract Units Due to Vacancies [24 CFR 983.254(b)]
If any contract units have been vacant for 120 or more days since owner notice of the vacancy, DHA may give notice to the owner amending the HAP contract to reduce the number of contract units by subtracting the number of contract units (according to the bedroom size) that have been vacant for this period.

DHA Policy
If any contract units have been vacant for 120 days, DHA will give notice to the owner that the HAP contract will be amended to reduce the number of contract units that have been vacant for this period. DHA will provide the notice to the owner within 10 business days of the 120th day of the vacancy. The amendment to the HAP contract will be effective the 1st day of the month following the date of DHA’s notice.

17-V1.G. TENANT SCREENING [24 CFR 983.255]
DHA Responsibility
DHA is not responsible or liable to the owner or any other person for the family’s behavior or suitability for tenancy. However, DHA may opt to screen applicants for family behavior or suitability for tenancy and may deny applicants based on such screening.

DHA Policy
DHA will not conduct screening to determine a PBV applicant family’s suitability for tenancy.

DHA must provide the owner with an applicant family’s current and prior address (as shown in DHA records) and the name and address (if known by DHA) of the family’s current landlord and any prior landlords.

In addition, DHA may offer the owner other information DHA may have about a family, including information about the tenancy history of family members or about drug trafficking and criminal activity by family members. DHA must provide applicant families a description of DHA policy on providing information to owners, and DHA must give the same types of information to all owners.

DHA Policy
DHA will inform owners of their responsibility to screen prospective tenants, and will provide owners with the required known name and address information, at the time of the turnover HQS inspection or before. DHA will not provide any additional information to the owner, such as tenancy history, criminal history, etc.

Owner Responsibility
The owner is responsible for screening and selection of the family to occupy the owner’s unit. When screening families the owner may consider a family’s background with respect to the following factors:

- 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.

PART VII: OCCUPANCY

17-VII.A. OVERVIEW
After an applicant has been selected from the waiting list, determined eligible by DHA, referred to an owner and determined suitable by the owner, the family will sign the lease and occupancy of the unit will begin.

17-VII.B. LEASE [24 CFR 983.256]
The tenant must have legal capacity to enter a lease under state and local law. Legal capacity means that the tenant is bound by the terms of the lease and may enforce the terms of the lease against the owner.

Form of Lease [24 CFR 983.256(b)]
The tenant and the owner must enter into a written lease agreement that is signed by both parties. If an owner uses a standard lease form for rental units to unassisted tenants in the locality or premises, the same lease must be used for assisted tenants, except that the lease must include a HUD-required tenancy addendum. The tenancy addendum must include, word-for-word, all provisions required by HUD.

If the owner does not use a standard lease form for rental to unassisted tenants, the owner may use another form of lease, such as a DHA model lease. DHA may review the owner’s lease form to determine if the lease complies with state and local law. If DHA determines that the lease does not comply with state or local law, DHA may decline to approve the tenancy.

DHA Policy
DHA will not review the owner’s lease for compliance with state or local law.

Lease Requirements [24 CFR 983.256(c)]
The lease for a PBV unit must specify all of the following information:

• The names of the owner and the tenant;
• The unit rented (address, apartment number, if any, and any other information needed to identify the leased contract unit);
• The term of the lease (initial term and any provision for renewal);
The amount of the tenant rent to owner, which is subject to change during the term of the lease in accordance with HUD requirements;

A specification of the services, maintenance, equipment, and utilities that will be provided by the owner; and

The amount of any charges for food, furniture, or supportive services.

**Tenancy Addendum [24 CFR 983.256(d)]**
The tenancy addendum in the lease must state:

- The program tenancy requirements;
- The composition of the household as approved by DHA (the names of family members and any DHA-approved live-in aide);
- All provisions in the HUD-required tenancy addendum must be included in the lease. The terms of the tenancy addendum prevail over other provisions of the lease.

**Initial Term and Lease Renewal [24 CFR 983.256(f) and 983.257(b)]**
The initial lease term must be for at least one year. Upon expiration of the lease, an owner may renew the lease, refuse to renew the lease for “good cause,” or refuse to renew the lease without good cause. If the owner refuses to renew the lease without good cause, DHA must provide the family with a tenant-based voucher and remove the unit from the PBV HAP contract.

**Changes in the Lease [24 CFR 983.256(e)]**
If the tenant and owner agree to any change in the lease, the change must be in writing, and the owner must immediately give DHA a copy of all changes.

The owner must notify DHA in advance of any proposed change in the lease regarding the allocation of tenant and owner responsibilities for utilities. Such changes may only be made if approved by DHA and in accordance with the terms of the lease relating to its amendment. DHA must redetermine reasonable rent, in accordance with program requirements, based on any change in the allocation of the responsibility for utilities between the owner and the tenant. The redetermined reasonable rent will be used in calculation of the rent to owner from the effective date of the change.

**Owner Termination of Tenancy [24 CFR 983.257]**
With two exceptions, the owner of a PBV unit may terminate tenancy for the same reasons an owner may in the tenant-based voucher program (see Section 12-III.B. and 24 CFR 982.310). In the PBV program, terminating tenancy for “good cause” does not include doing so for a business or economic reason, or a desire to use the unit for personal or family use or other non-residential purpose.

**Non-Compliance with Supportive Services Requirement [24 CFR 983.257(c)]**
If a family is living in a project-based unit that is excepted from the 25 percent per building cap on project-basing because of participation in a supportive services program (e.g., Family Self-Sufficiency), and the family fails to complete its supportive services requirement without good cause, such failure is grounds for lease termination by the owner.
**Tenant Absence from the Unit [24 CFR 983.256(g) and 982.312(a)]**
The owner may specify in the lease a maximum period of tenant absence from the unit that is shorter than the maximum period permitted by DHA policy. According to program requirements, the family’s assistance must be terminated if they are absent from the unit for more than 180 consecutive days.

**Security Deposits [24 CFR 983.258]**
The owner may collect a security deposit from the tenant. DHA may prohibit security deposits in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants.

**DHA Policy**
DHA will allow the owner to collect a security deposit amount the owner determines is appropriate.

When the tenant moves out of a contract unit, the owner, subject to state and local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid tenant rent, damages to the unit, or other amounts owed by the tenant under the lease.

The owner must give the tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used to reimburse the owner, the owner must promptly refund the full amount of the balance to the tenant.

If the security deposit does not cover the amount owed by the tenant under the lease, the owner may seek to collect the balance from the tenant. DHA has no liability or responsibility for payment of any amount owed by the family to the owner.

**17-VII.C. MOVES**

**Overcrowded, Under-Occupied, and Accessible Units [24 CFR 983.259]**
If DHA determines that a family is occupying a wrong size unit, based on DHA’s subsidy standards, or a unit with accessibility features that the family does not require, and the unit is needed by a family that does require the features, DHA must promptly notify the family and the owner of this determination, and DHA must offer the family the opportunity to receive continued housing assistance in another unit.

**DHA Policy**
DHA will notify the family and the owner of the family’s need to move based on the occupancy of a wrong-size or accessible unit within 10 business days of DHA’s determination. DHA will offer the family the following types of continued assistance in the following order, based on the availability of assistance:

- PBV assistance in the same building or project;
- PBV assistance in another project; and
Tenant-based voucher assistance.

If DHA offers the family a tenant-based voucher, DHA must terminate the housing assistance payments for a wrong-sized or accessible unit at expiration of the term of the family’s voucher (including any extension granted by DHA).

If DHA offers the family another form of assistance that is not a tenant-based voucher, and the family does not accept the offer, does not move out of the PBV unit within a reasonable time as determined by DHA, or both, DHA must terminate the housing assistance payments for the unit at the expiration of a reasonable period as determined by DHA.

**DHA Policy**

When DHA offers a family another form of assistance that is not a tenant-based voucher, the family will be given 30 days from the date of the offer to accept the offer and move out of the PBV unit. If the family does not move out within this 30-day time frame, DHA will terminate the housing assistance payments at the expiration of this 30-day period.

DHA may make exceptions to this 30-day period if needed for reasons beyond the family’s control such as death, serious illness, or other medical emergency of a family member.

**Family Right to Move [24 CFR 983.260]**

The family may terminate the lease at any time after the first year of occupancy. The family must give advance written notice to the owner in accordance with the lease and provide a copy of such notice to DHA. If the family wishes to move with continued tenant-based assistance, the family must contact DHA to request the rental assistance prior to providing notice to terminate the lease.

If the family terminates the lease in accordance with these requirements, DHA is required to offer the family the opportunity for continued tenant-based assistance, in the form of a voucher or other comparable tenant-based rental assistance. If voucher or other comparable tenant-based assistance is not immediately available upon termination of the family’s lease in the PBV unit, DHA must give the family priority to receive the next available opportunity for continued tenant-based assistance.

If the family terminates the assisted lease before the end of the first year, the family relinquishes the opportunity for continued tenant-based assistance.

**17-VILD. EXCEPTIONS TO THE OCCUPANCY CAP [24 CFR 983.261]**

DHA may not pay housing assistance under a PBV HAP contract for more than 25 percent of the number of dwelling units in a building unless the units are [24 CFR 983.56]:

- In a single-family building;
• Specifically made available for elderly or disabled families; or
• Specifically made available for families receiving supportive services as defined by DHA. At least one member must be receiving at least one qualifying supportive service.

If a family at the time of initial tenancy is receiving and while the resident of an excepted unit has received Family Self-Sufficiency (FSS) supportive services or any other service as defined as defined by DHA and successfully completes the FSS contract of participation or the supportive services requirement, the unit continues to count as an excepted unit for as long as the family resides in the unit.

A family (or remaining members of a family) residing in an excepted unit that no longer meets the criteria for a “qualifying family” in connection with the 25 percent per building cap exception (e.g., the family does not successfully complete supportive services requirements, or due to a change in family composition the family is no longer elderly or disabled), must vacate the unit within a reasonable period of time established by DHA, and DHA must cease paying housing assistance payments on behalf of the non-qualifying family.

If the family fails to vacate the unit within the established time, the unit must be removed from the HAP contract unless the project is partially assisted, and it is possible for the HAP contract to be amended to substitute a different unit in the building in accordance with program requirements; or the owner terminates the lease and evicts the family. The housing assistance payments for a family residing in an excepted unit that is not in compliance with its family obligations to comply with supportive services requirements must be terminated by DHA.

DHA Policy
DHA will not provide PBV assistance for excepted units.

PART VIII: DETERMINING RENT TO OWNER

17-VIII.A. OVERVIEW
The amount of the initial rent to an owner of units receiving PBV assistance is established at the beginning of the HAP contract term. Although for rehabilitated or newly constructed housing, the agreement to enter into HAP Contract (Agreement) states the estimated amount of the initial rent to owner, the actual amount of the initial rent to owner is established at the beginning of the HAP contract term.

During the term of the HAP contract, the rent to owner is redetermined at the owner’s request in accordance with program requirements, and at such time that there is a five percent or greater decrease in the published FMR.

17-VIII.B. RENT LIMITS [24 CFR 983.301]
Except for certain tax credit units (discussed below), the rent to owner must not exceed the lowest of the following amounts:
• An amount determined by DHA, not to exceed 110 percent of the applicable fair market rent (or any HUD-approved exception payment standard) for the unit bedroom size minus any utility allowance;
• The reasonable rent; or
• The rent requested by the owner.

**Certain Tax Credit Units [24 CFR 983.301(c)]**

For certain tax credit units, the rent limits are determined differently than for other PBV units. These different limits apply to contract units that meet all of the following criteria:

• The contract unit receives a low-income housing tax credit under the Internal Revenue Code of 1986;
• The contract unit is not located in a qualified census tract;
• There are comparable tax credit units of the same bedroom size as the contract unit in the same building, and the comparable tax credit units do not have any form of rental assistance other than the tax credit; and
• The tax credit rent exceeds a DHA-determined amount (not to exceed 110 percent of the fair market rent or any approved exception payment standard);

For contract units that meet all of these criteria, the rent to owner must not exceed the lowest of:

• The tax credit rent minus any utility allowance;
• The reasonable rent; or
• The rent requested by the owner.

**Definitions**

*A qualified census tract* is any census tract (or equivalent geographic area defined by the Bureau of the Census) in which at least 50 percent of households have an income of less than 60 percent of Area Median Gross Income (AMGI), or where the poverty rate is at least 25 percent and where the census tract is designated as a qualified census tract by HUD.

*Tax credit rent* is the rent charged for comparable units of the same bedroom size in the building that also receive the low-income housing tax credit but do not have any additional rental assistance (e.g., tenant-based voucher assistance).

**Use of FMRs, Exception Payment Standards, and Utility Allowances [24 CFR 983.301(f)]**

When determining the initial rent to owner, DHA must use the most recently published FMR in effect and the utility allowance schedule in effect at execution of the HAP contract. When redetermining the rent to owner, DHA must use the most recently published FMR and the utility allowance schedule in effect at the time of redetermination. At its discretion, DHA may for initial rent, use the amounts in effect at any time during the 30-day period immediately before the beginning date of the HAP contract, or for redeterminations of rent, the 30-day period immediately before the redetermination date.
Any HUD-approved exception payment standard amount under the tenant-based voucher program also applies to the project-based voucher program. HUD will not approve a different exception payment stand amount for use in the PBV program.
Likewise, DHA may not establish or apply different utility allowance amounts for the PBV program. The same utility allowance schedule applies to both the tenant-based and project-based voucher programs.

**DHA Policy**
Upon written request by the owner, DHA will consider using the FMR or utility allowances in effect during the 30-day period before the start date of the HAP, or redetermination of rent. The owner must explain the need to use the previous FMRs or utility allowances and include documentation in support of the request. DHA will review and make a decision based on the circumstances and merit of each request.

In addition to considering a written request from an owner, DHA may decide to use the FMR or utility allowances in effect during the 30-day period before the start date of the HAP, or redetermination of rent, if DHA determines it is necessary due to DHA budgetary constraints.

**Redetermination of Rent [24 CFR 983.302]**
DHA must redetermine the rent to owner upon the owner’s request or when there is a five percent or greater decrease in the published FMR.

**Rent Increase**
If an owner wishes to request an increase in the rent to owner from DHA, it must be requested at the annual anniversary of the HAP contract (see Section 17-V.D.). The request must be in writing and in the form and manner required by DHA. DHA may only make rent increases in accordance with the rent limits described previously. There are no provisions in the PBV program for special adjustments (e.g., adjustments that reflect increases in the actual and necessary expenses of owning and maintaining the units which have resulted from substantial general increases in real property taxes, utility rates, or similar costs).

**DHA Policy**
An owner’s request for a rent increase must be submitted to DHA 60 days prior to the anniversary date of the HAP contract, and must include the new rent amount the owner is proposing.

DHA may not approve and the owner may not receive any increase of rent to owner until and unless the owner has complied with requirements of the HAP contract, including compliance with HQS. The owner may not receive any retroactive increase of rent for any period of noncompliance.

**Rent Decrease**
If there is a decrease in the rent to owner, as established in accordance with program requirements such as a change in the FMR or exception payment standard, or reasonable rent
amount, the rent to owner must be decreased regardless of whether the owner requested a rent adjustment.

Notice of Rent Change
The rent to owner is redetermined by written notice by DHA to the owner specifying the amount of the redetermined rent. DHA notice of rent adjustment constitutes an amendment of the rent to owner specified in the HAP contract. The adjusted amount of rent to owner applies for the period of 12 calendar months from the annual anniversary of the HAP contract.

DHA Policy
DHA will provide the owner with at least 30 days written notice of any change in the amount of rent to owner.

DHA-owned Units [24 CFR 983.301(g)]
For DHA-owned PBV units, the initial rent to owner and the annual redetermination of rent at the anniversary of the HAP contract are determined by the independent entity approved by HUD. DHA must use the rent to owner established by the independent entity.

17-VIII.C. REASONABLE RENT [24 CFR 983.303]
At the time the initial rent is established and all times during the term of the HAP contract, the rent to owner for a contract unit may not exceed the reasonable rent for the unit as determined by DHA.

When Rent Reasonable Determinations are Required
DHA must redetermine the reasonable rent for a unit receiving PBV assistance whenever any of the following occur:

- There is a five percent or greater decrease in the published FMR in effect 60 days before the contract anniversary (for the unit sizes specified in the HAP contract) as compared with the FMR that was in effect one year before the contract anniversary date;
- DHA approves a change in the allocation of responsibility for utilities between the owner and the tenant;
- The HAP contract is amended to substitute a different contract unit in the same building; or
- There is any other change that may substantially affect the reasonable rent.

How to Determine Reasonable Rent
The reasonable rent of a unit receiving PBV assistance must be determined by comparison to rent for other comparable unassisted units. When making this determination, DHA must consider factors that affect market rent. Such factors include the location, quality, size, type and age of the unit, as well as the amenities, housing services maintenance, and utilities to be provided by the owner.

Comparability Analysis
For each unit, the comparability analysis must use at least three comparable units in the private unassisted market. This may include units in the premises or project that is receiving project-
based assistance. The analysis must show how the reasonable rent was determined, including major differences between the contract units and comparable unassisted units, and must be retained by DHA. The comparability analysis may be performed by DHA staff or by another qualified person or entity. Those who conduct these analyses or are involved in determining the housing assistance payment based on the analyses may not have any direct or indirect interest in the property.

**DHA-owned Units**

For DHA-owned units, the amount of the reasonable rent must be determined by an independent agency approved by HUD in accordance with PBV program requirements. The independent entity must provide a copy of the determination of reasonable rent for DHA-owned units to DHA and to the HUD field office where the project is located.

**Owner Certification of Reasonable Rent**

By accepting each monthly housing assistance payment, the owner certifies that the rent to owner is not more than rent charged by the owner for other comparable unassisted units in the premises. At any time, DHA may require the owner to submit information on rents charged by the owner for other units in the premises or elsewhere.

**17-VIII.D. EFFECT OF OTHER SUBSIDY AND RENT CONTROL**

In addition to the rent limits discussed in Section 17-VIII.B above, other restrictions may limit the amount of rent to owner in a PBV unit. In addition, certain types of subsidized housing are not even eligible to receive PBV assistance (see Section 17-II.D).

**Other Subsidy [24 CFR 983.304]**

At its discretion, a DHA may reduce the initial rent to owner because of other governmental subsidies, including grants and other subsidized financing. For units receiving assistance under the HOME program, rents may not exceed rent limits as required by that program.

For units in any of the following types of federally subsidized projects, the rent to owner may not exceed the subsidized rent (basic rent) or tax credit rent as determined in accordance with requirements for the applicable federal program:

- An insured or non-insured Section 236 project;
- A formerly insured or non-insured Section 236 project that continues to receive Interest Reduction Payment following a decoupling action;
- A Section 221(d)(3) below market interest rate (BMIR) project;
- A Section 515 project of the Rural Housing Service;
- Any other type of federally subsidized project specified by HUD.

**Combining Subsidy**

Rent to owner may not exceed any limitation required to comply with HUD subsidy layering requirements.
Rent Control [24 CFR 983.305]
In addition to the rent limits set by PBV program regulations, the amount of rent to owner may also be subject to rent control or other limits under local, state, or federal law.

PART IX: PAYMENTS TO OWNER

17-IX.A. HOUSING ASSISTANCE PAYMENTS [24 CFR 983.351]
During the term of the HAP contract, DHA must make housing assistance payments to the owner in accordance with the terms of the HAP contract. During the term of the HAP contract, payments must be made for each month that a contract unit complies with HQS and is leased to and occupied by an eligible family. The housing assistance payment must be paid to the owner on or about the first day of the month for which payment is due, unless the owner and DHA agree on a later date.

Except for discretionary vacancy payments, DHA may not make any housing assistance payment to the owner for any month after the month when the family moves out of the unit (even if household goods or property are left in the unit).

The amount of the housing assistance payment by DHA is the rent to owner minus the tenant rent (total tenant payment minus the utility allowance).
In order to receive housing assistance payments, the owner must comply with all provisions of the HAP contract. Unless the owner complies with all provisions of the HAP contract, the owner does not have a right to receive housing assistance payments.

17-IX.B. VACANCY PAYMENTS [24 CFR 983.352]
If an assisted family moves out of the unit, the owner may keep the housing assistance payment for the calendar month when the family moves out. However, the owner may not keep the payment if DHA determines that the vacancy is the owner’s fault.

DHA Policy
If DHA determines that the owner is responsible for a vacancy and, as a result, is not entitled to the keep the housing assistance payment, DHA will notify the landlord of the amount of housing assistance payment that the owner must repay. DHA will require the owner to repay the amount owed in accordance with the policies in Section 16-IV.B.

At the discretion of DHA, the HAP contract may provide for vacancy payments to the owner. DHA may only make vacancy payments if:

- The owner gives DHA prompt, written notice certifying that the family has vacated the unit and identifies the date when the family moved out (to the best of the owner’s knowledge);
- The owner certifies that the vacancy is not the fault of the owner and that the unit was vacant during the period for which payment is claimed;
• The owner certifies that it has taken every reasonable action to minimize the likelihood and length of vacancy; and
• The owner provides any additional information required and requested by DHA to verify that the owner is entitled to the vacancy payment.

The owner must submit a request for vacancy payments in the form and manner required by DHA and must provide any information or substantiation required by DHA to determine the amount of any vacancy payment.

DHA Policy
If an owner’s HAP contract calls for vacancy payments to be made, and the owner wishes to receive vacancy payments, the owner must have properly notified DHA of the vacancy in accordance with the policy in Section 17-VI.F. regarding filling vacancies.

In order for a vacancy payment request to be considered, it must be made within 10 business days of the end of the period for which the owner is requesting the vacancy payment. The request must include the required owner certifications and DHA may require the owner to provide documentation to support the request. If the owner does not provide the information requested by DHA within 10 business days of DHA’s request, no vacancy payments will be made.

17-IX.C. TENANT RENT TO OWNER [24 CFR 983.353]
The tenant rent is the portion of the rent to owner paid by the family. The amount of tenant rent is determined by DHA in accordance with HUD requirements. Any changes in the amount of tenant rent will be effective on the date stated in DHA notice to the family and owner.

The family is responsible for paying the tenant rent (total tenant payment minus the utility allowance). The amount of the tenant rent determined by DHA is the maximum amount the owner may charge the family for rental of a contract unit. The tenant rent covers all housing services, maintenance, equipment, and utilities to be provided by the owner. The owner may not demand or accept any rent payment from the tenant in excess of the tenant rent as determined by DHA. The owner must immediately return any excess payment to the tenant.

Tenant and DHA Responsibilities
The family is not responsible for the portion of rent to owner that is covered by the housing assistance payment and the owner may not terminate the tenancy of an assisted family for nonpayment by DHA.

Likewise, DHA is responsible only for making the housing assistance payment to the owner in accordance with the HAP contract. DHA is not responsible for paying tenant rent, or any other claim by the owner, including damage to the unit. DHA may not use housing assistance payments or other program funds (including administrative fee reserves) to pay any part of the tenant rent or other claim by the owner.
Utility Reimbursements
If the amount of the utility allowance exceeds the total tenant payment, DHA must pay the amount of such excess to the tenant as a reimbursement for tenant-paid utilities, and the tenant rent to the owner must be zero.

DHA may pay the utility reimbursement directly to the family or to the utility supplier on behalf of the family. If DHA chooses to pay the utility supplier directly, DHA must notify the family of the amount paid to the utility supplier.

DHA Policy
DHA will make utility reimbursements to the family.

17-IX.D. OTHER FEES AND CHARGES [24 CFR 983.354]

Meals and Supportive Services
With the exception of PBV assistance in assisted living developments, the owner may not require the tenant to pay charges for meals or supportive services. Non-payment of such charges is not grounds for termination of tenancy.

In assisted living developments receiving PBV assistance, the owner may charge for meals or supportive services. These charges may not be included in the rent to owner, nor may the value of meals and supportive services be included in the calculation of the reasonable rent. However, non-payment of such charges is grounds for termination of the lease by the owner in an assisted living development.

Other Charges by Owner
The owner may not charge extra amounts for items customarily included in rent in the locality or provided at no additional cost to unsubsidized tenants in the premises.
GLOSSARY

A. ACRONYMS USED IN SUBSIDIZED HOUSING

AAF  Annual adjustment factor (published by HUD in the Federal Register and used to compute annual rent adjustments)
ACC  Annual contributions contract
ADA  Americans with Disabilities Act of 1990
BR   Bedroom
CDBG  Community Development Block Grant (Program)
CFR  Code of Federal Regulations (published federal rules that define and implement laws; commonly referred to as “the regulations”)  
CPI  Consumer price index (published monthly by the Department of Labor as an inflation indicator)
FDIC  Federal Deposit Insurance Corporation
FHA  Federal Housing Administration
FICA  Federal Insurance Contributions Act (established Social Security taxes)
FMR  Fair market rent
FR   Federal Register
FSS  Family Self-Sufficiency (Program)
FY   Fiscal year
FYE  Fiscal year end
GAO  Government Accountability Office
GR   Gross rent
HAP  Housing assistance payment
HCV  Housing choice voucher
HQS  Housing quality standards.
HUD  Department of Housing and Urban Development
HUDCLIPS  HUD Client Information and Policy System
IG   (HUD Office of) Inspector General
IPA  Independent public accountant
IRA  Individual Retirement Account
IRS  Internal Revenue Service
JTPA  Job Training Partnership Act
LBP  Lead-based paint
GLOSSARY OF SUBSIDIZED HOUSING TERMS

Absorption. In portability (under subpart H of this part 982): the point at which a receiving DHA stops billing the initial DHA for assistance on behalf of a portability family. The receiving DHA uses funds available under the receiving DHA consolidated ACC.
**Accessible.** The facility or portion of the facility can be approached, entered, and used by individuals with physical handicaps.

**Adjusted Income.** Annual income, less allowable HUD deductions.

**Adjusted Annual Income.** Same as Adjusted Income.

**Administrative fee.** Fee paid by HUD to DHA for administration of the program. See §982.152.

**Administrative fee reserve** (formerly “operating reserve”). Account established by DHA from excess administrative fee income. The administrative fee reserve must be used for housing purposes. See §982.155. Administrative fee reserves from FY 2004 and 2005 funding are further restricted to activities related to the provision of tenant-based rental assistance authorized under Section 8.

**Administrative plan.** The plan that describes DHA policies for administration of the tenant-based programs. The Administrative Plan and any revisions must be approved by DHA’s board and included as a supporting document to DHA Plan. See §982.54.

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

**Amortization payment.** In a manufactured home space rental: The monthly debt service payment by the family to amortize the purchase price of the manufactured home.

**Annual contributions contract (ACC).** The written contract between HUD and a DHA under which HUD agrees to provide funding for a program under the 1937 Act, and DHA agrees to comply with HUD requirements for the program.

**Annual Income.** The anticipated total 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.

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

**Area Exception Rent.** An amount that exceeds the published FMR. See §982.504(b).

**“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.)

**Auxiliary aids.** Services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in, and enjoy the benefits of, programs or activities receiving Federal financial assistance.

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

**Child.** A member of the family other than the family head or spouse who is under 18 years of age.
Child care expenses. Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care. In the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income.

Citizen. A citizen or national of the United States.

Co-head. An individual in the household who is equally responsible for the lease with the head of household. A family may have a co-head or spouse but not both. A co-head never qualifies as a dependent. The co-head must have legal capacity to enter into a lease.

Common space. In shared housing: Space available for use by the assisted family and other occupants of the unit.

Computer match. The automated comparison of data bases containing records about individuals.

Confirmatory review. An on-site review performed by HUD to verify the management performance of a DHA.

Consent form. Any consent form approved by HUD to be signed by assistance applicants and participants to obtain income information from employers and SWICAs; return information from the Social Security Administration (including wages, net earnings from self-employment, and retirement income); and return information for unearned income from the IRS. Consent forms expire after a certain time and may authorize the collection of other information to determine eligibility or level of benefits.

Congregate housing. Housing for elderly persons or persons with disabilities that meets the HQS for congregate housing. A special housing type: see §982.606 to §982.609.

Contiguous MSA. In portability (under subpart H of part 982): An MSA that shares a common boundary with the MSA in which the jurisdiction of the initial DHA is located.

Continuously assisted. An applicant is continuously assisted under the 1937 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.)

Contract authority. The maximum annual payment by HUD to a DHA for a funding increment.

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 §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.
**Dating violence.** Violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the following factors:

- The length of the relationship
- The type of relationship
- The frequency of interaction between the persons involved in the relationship

**Dependent.** A member of the family (except foster children and foster adults) other than the family head or spouse, who is under 18 years of age, or is a person with a disability, or is a full-time student.

**Disability assistance expenses.** Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.

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

**Disabled person.** See Person with Disabilities.

**Displaced family.** A family in which each member, or whose sole member, is a person displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

**Domestic violence.** 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 cohabitating with or has cohabitated 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.

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

**Drug-related criminal activity.** As defined in 42 U.S.C. 1437f(f)(5).

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

**Economic Self-Sufficiency Program.** Any program designed to encourage, assist, train or facilitate the economic independence of 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 §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 Person.** An individual who is at least 62 years of age.

**Eligible Family** (Family). A family that is income eligible and meets the other requirements of the Act and Part 5 of 24 CFR.

**Employer Identification Number (EIN).** The nine-digit taxpayer identifying number that is assigned to an individual, trust, estate, partnership, association, company, or corporation.

**Evidence of citizenship or eligible status.** The documents which must be submitted to evidence citizenship or eligible immigration status. (See §5.508(b.).)

**Extremely Low Income Family.** A family whose annual income does not exceed 30 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income ceilings higher or lower than 30 percent of median income if HUD finds such variations are necessary due to unusually high or low family incomes. *(CFR 5.603)*

**Facility.** All or any portion of buildings, structures, equipment, roads, walks, parking lots, rolling stock or other real or personal property or interest in the property.

**Fair Housing Act** means title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988

**Fair market rent (FMR).** The rent, including the cost of utilities (except telephone), as established by HUD for units of varying sizes (by number of bedrooms), that must be paid in the housing market area to rent privately owned, existing, decent, safe and sanitary rental housing of modest (non-luxury) nature with suitable amenities. See periodic publications in the Federal Register in accordance with 24 CFR part 888.

**Family.** Includes but is not limited to the following, and can be further defined in DHA policy.

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

**Family rent to owner.** In the voucher program, the portion of rent to owner paid by the family.

**Family self-sufficiency program** (FSS program). The program established by a DHA in accordance with 24 CFR part 984 to promote self-sufficiency of assisted families, including the coordination of supportive services (42 U.S.C. 1437u).
**Family share.** The portion of rent and utilities paid by the family. For calculation of family share, see §982.515(a).

**Family unit size.** The appropriate number of bedrooms for a family, as determined by DHA under DHA subsidy standards.

**Federal agency.** A department of the executive branch of the Federal Government.

**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). *(CFR 5.603)*

**Funding increment.** Each commitment of budget authority by HUD to a DHA under the consolidated annual contributions contract for DHA program.

**Gross rent.** The sum of the rent to owner plus any utility allowance.

**Group home.** A dwelling unit that is licensed by a State as a group home for the exclusive residential use of two to twelve persons who are elderly or persons with disabilities (including any live-in aide). A special housing type: see §982.610 to §982.614.

**Handicap.** Any condition or characteristic that renders a person an individual with handicaps. See 24CFR 8.3.

**Handicap Assistance Expense.** See “Disability Assistance Expense.”

**HAP contract.** Housing assistance payments contract. (Contract). A written contract between DHA and an owner for the purpose of providing housing assistance payments to the owner on behalf of an eligible family.

**Head of household.** The adult member of the family who is the head of the household for purposes of determining income eligibility and rent.

**Housing assistance payment.** The monthly assistance payment by a DHA, which includes: (1) A payment to the owner for rent to the owner under the family's lease; and (2) An additional payment to the family if the total assistance payment exceeds the rent to owner.

**Housing agency (HA).** 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. (“DHA” and “HA” mean the same thing.)

**Housing Quality Standards.** The HUD minimum quality standards for housing assisted under the voucher program.

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

**Immediate family member.** A spouse, parent, brother or sister, or child of that person, or an individual to whom that person stands in the position or place of a parent; or any other person living in the household of that person and related to that person by blood and marriage.

**Imputed Asset.** Asset disposed of for less than Fair Market Value during two years preceding examination or reexamination.
**Imputed Income.** HUD passbook rate multiplied by the total cash value of assets. Calculation used when net family assets exceed $5,000.

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

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

**Income For Eligibility.** Annual Income.

**Income information** means information relating to an individual's income, including:

- All employment income information known to current or previous employers or other income sources
- All information about wages, as defined in the State's unemployment compensation law, including any Social Security Number; name of the employee; quarterly wages of the employee; and the name, full address, telephone number, and, when known, Employer Identification Number of an employer reporting wages under a State unemployment compensation law
- Whether an individual is receiving, has received, or has applied for unemployment compensation, and the amount and the period received
- Unearned IRS income and self-employment, wages and retirement income
- Wage, social security, and supplemental security income data obtained from the Social Security Administration.

**Individual with handicaps.** Any person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such an impairment; or is regarded as having such an impairment.

**Initial DHA.** In portability, the term refers to both: (1) A DHA that originally selected a family that later decides to move out of the jurisdiction of the selecting DHA; and (2) A DHA that absorbed a family that later decides to move out of the jurisdiction of the absorbing DHA.

**Initial payment standard.** The payment standard at the beginning of the HAP contract term.

**Initial rent to owner.** The rent to owner at the beginning of the HAP contract term.

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

**Landlord.** Either the owner of the property or his/her representative or the managing agent or his/her representative, as shall be designated by the owner.

**Lease.** A written agreement between an owner and a tenant for the leasing of a dwelling unit to the tenant. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP contract between the owner and DHA.

**Live-in aide.** A person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who:

- Is determined to be essential to the care and well-being of the persons;
- Is not obligated for the support of the persons; and
- Would not be living in the unit except to provide the necessary supportive services.

**Local Preference.** A preference used by DHA to select among applicant families.

**Low Income Family.** A family whose income does not exceed 80% of the median income for the area as determined by HUD with adjustments for smaller or larger families, except that HUD may establish income limits higher or lower than 80% for areas with unusually high or low incomes.

**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 §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 §982.622 to §982.624.

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

**Merger Date.** October 1, 1999.

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

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

**Monthly adjusted income.** One twelfth of adjusted income.

**Monthly income.** One twelfth of 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.

**Net family assets.** (1) Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.

- In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income
distributed from the trust fund shall be counted when determining annual income under §5.609.

- In determining net family assets, DHA or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms.

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

**Notice of Funding Availability (NOFA).** For budget authority that HUD distributes by competitive process, the Federal Register document that invites applications for funding. This document explains how to apply for assistance and the criteria for awarding the funding.

**Office of General Counsel (OGC).** The General Counsel of HUD.

**Owner.** Any person or entity with the legal right to lease or sublease a unit to a participant.

**DHA Plan.** The annual plan and the 5-year plan as adopted by DHA and approved by HUD.

**DHA’s quality control sample.** An annual sample of files or records drawn in an unbiased manner and reviewed by a DHA supervisor (or by another qualified person other than the person who performed the original work) to determine if the work documented in the files or records conforms to program requirements. For minimum sample size see CFR 985.3.

**Participant (participant family).** A family that has been admitted to DHA program and is currently assisted in the program. The family becomes a participant on the effective date of the first HAP contract executed by DHA 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).

**Persons 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 and “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). See “Individual with handicaps”

**Portability.** Renting a dwelling unit with Section 8 housing choice voucher outside the jurisdiction of the initial DHA.

**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.** The person or entity that, under any of the programs covered, is responsible for making eligibility and related determinations and any income reexamination. In the Section 8 program, the “processing entity” is the “responsible entity.”

**Project owner.** The person or entity that owns the housing project containing the assisted dwelling unit.

**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 (DHA).** Any State, county, municipality, or other governmental entity or public body, or agency or instrumentality of these entities, that is authorized to engage or assist in the development or operation of low-income housing under the 1937 Act.

**Reasonable rent.** A rent to owner that is not more than rent charged: (1) For comparable units in the private unassisted market; and (2) For comparable unassisted units in the premises.

**Receiving DHA.** In portability: A DHA that receives a family selected for participation in the tenant-based program of another DHA. The receiving DHA 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.

**Remaining Member of Tenant Family.** Person left in assisted housing who may or may not normally qualify for assistance on own circumstances (i.e., an elderly spouse dies, leaving widow age 47 who is not disabled).

**Rent to owner.** The total monthly rent payable to the owner under the lease for the unit (also known as contract rent). 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 DHA preference for admission of families that reside anywhere in a specified area, including families with a member who works or has been hired to work in the area (“residency preference area”).

**Residency Preference Area.** The specified area where families must reside to qualify for a residency preference.

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

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

**Section 8.** Section 8 of the United States Housing Act of 1937.
Section 8 covered programs. All HUD programs which assist housing under Section 8 of the 1937 Act, including Section 8 assisted housing for which loans are made under section 202 of the Housing Act of 1959.

Section 214. Section 214 of the Housing and Community Development Act of 1980, as amended

Section 214 covered programs is the collective term for the HUD programs to which the restrictions imposed by Section 214 apply. These programs are set forth in §5.500.

Security Deposit. A dollar amount (maximum set according to the regulations) which can be used for unpaid rent or damages to the owner upon termination of the lease.

Set-up charges. In a manufactured home space rental: Charges payable by the family for assembling, skirting and anchoring the manufactured home.

Shared housing. A unit occupied by two or more families. The unit consists of both common space for shared use by the occupants of the unit and separate private space for each assisted family. A special housing type: see §982.615 to §982.618.

Single Person. A person living alone or intending to live alone.

Single room occupancy housing (SRO). A unit that contains no sanitary facilities or food preparation facilities, or contains either, but not both, types of facilities. A special housing type: see §982.602 to §982.605.

Social Security Number (SSN). The nine-digit number that is assigned to a person by the Social Security Administration and that identifies the record of the person's earnings reported to the Social Security Administration. The term does not include a number with a letter as a suffix that is used to identify an auxiliary beneficiary.

Special admission. Admission of an applicant that is not on DHA waiting list or without considering the applicant's waiting list position.

Special housing types. See subpart M of part 982. Subpart M states the special regulatory requirements for: SRO housing, congregate housing, group homes, shared housing, cooperatives (including mutual housing), and manufactured homes (including manufactured home space rental).

Specified Welfare Benefit Reduction. 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 marriage partner of the head of household.

Stalking. To follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate; or to place under surveillance with the intent to kill, injure, harass, or intimidate another person; and 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 (1) that person, (2) a member of the immediate family of that person, or (3) the spouse or intimate partner of that person.
**State Wage Information Collection Agency (SWICA).** The state agency, including any Indian tribal agency, receiving quarterly wage reports from employers in the state, or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information.

**Subsidy standards.** Standards established by a DHA to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

**Suspension.** Stopping the clock on the term of a family's voucher after the family submits a request for approval of the tenancy. If DHA decides to allow extensions or suspensions of the voucher term, DHA administrative plan must describe how DHA determines whether to grant extensions or suspensions, and how DHA determines the length of any extension or suspension. This practice is also called “tolling”.

**Tenancy Addendum.** For the Housing Choice Voucher Program, the lease language required by HUD in the lease between the tenant and the owner.

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

**Tenant rent to owner.** See “Family rent to owner”.

**Term of Lease.** The amount of time a tenant agrees in writing to live in a dwelling unit.

**Total Tenant Payment (TTP).** The total amount the HUD rent formula requires the tenant to pay toward rent and utilities.

**Unit.** Residential space for the private use of a family. The size of a unit is based on the number of bedrooms contained within the unit and generally ranges from zero (0) bedrooms to six (6) bedrooms.

**Utility allowance.** If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a DHA or HUD of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

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

**Utility hook-up charge.** In a manufactured home space rental: Costs payable by a family for connecting the manufactured home to utilities such as water, gas, electrical and sewer lines.

**Vacancy Loss Payments.** (Applies only to pre-10/2/95 HAP Contracts in the Rental Certificate Program). 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 DHA as soon as s/he learns of the vacancy, makes an effort to advertise the unit, and does not reject any eligible applicant except for good cause.

**Very Low Income Family.** A low-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 housing choice voucher program.

**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 (Housing Choice Voucher).** A document issued by a DHA to a family selected for admission to the housing choice voucher program. This document describes the program and the procedures for DHA approval of a unit selected by the family. The voucher also states obligations of the family under the program.

**Voucher holder.** A family holding a voucher with an unexpired term (search time).

**Voucher program.** The housing choice voucher program.

**Waiting list admission.** An admission from DHA 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-to-work (WTW) family.** A family assisted by a DHA with Voucher funding awarded to DHA under the HUD welfare-to-work voucher program (including any renewal of such WTW funding for the same purpose).