

HCV Administrative Plan
Summary Chart of Proposed Changes

Section	Current Language	New Language
<p>SECTION 1-III.B</p>	<p>SECTION 1-III.B CONTENTS OF THE PLAN</p> <p>The process for establishing and revising voucher payment standard (Chapter 16).</p>	<p>SECTION 1-III.B CONTENTS OF THE PLAN</p> <p>The process for establishing and revising voucher payment standard, including policies on administering decreases in the payment standard during the HAP contract terms (Chapter 16)</p>
<p>SECTION 2-II.I.</p>	<p>SECTION 2-II.I. DENIAL OR TERMINATION OF ASSISTANCE</p> <p>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.</p>	<p>SECTION 2-II.I. DENIAL OR TERMINATION OF ASSISTANCE</p> <p>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 review. In addition, the notice must inform applicants with disabilities of their right to request reasonable accommodations to participate in the informal review process.</p>
<p>SECTION 3-I.C.</p>	<p>SECTION 3-I.C. FAMILY BREAK-UP AND REMAINING MEMBER OF TENANT FAMILY – Remaining Member of a Tenant Family:</p> <p>This is a new policy being added to this section of the administrative plan, regarding remaining family members for HOPWA program participants.</p>	<p>SECTION 3-I.C. FAMILY BREAK-UP AND REMAINING MEMBER OF TENANT FAMILY – Remaining Member of a Tenant Family:</p> <p><u>DHA Policy</u></p> <p>With respect to the surviving member or members of a family who were living in a unit assisted under the HOPWA TBRA program who were living with the person with</p>

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		HIV/AIDS at the time of his or her death, the TBRA housing assistance and HOPWA supportive services under the HOPWA program shall continue for a grace period following the death of the person with AIDS up to one year.
SECTION 3-II.A.	<p>SECTION 3-II.A. INCOME ELIGIBILITY AND TARGETING: Using Income Limits for Eligibility [24 CFR 982.201]</p> <p><u>DHA Policy:</u></p> <p>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.</p>	<p>SECTION 3-II.A. INCOME ELIGIBILITY AND TARGETING: Using Income Limits for Eligibility [24 CFR 982.201]</p> <p><u>DHA Policy:</u></p> <p>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 selected from DHA’s HCV waiting list.</p> <ul style="list-style-type: none"> □ The only requirements for eligibility in the Housing Opportunities for People With HIV/AIDS program (HOPWA) program are that an individual or family member have HIV/AIDS and has an income that is below 80% Area Median Income (AMI).
SECTION 3-II.E.	SECTION 3-II.E. STUDENTS ENROLLED IN INSTITUTIONS OF HIGHER EDUCATION [24 CFR 5.612 and FR Notice 4/10/06]	SECTION 3-II.E. STUDENTS ENROLLED IN INSTITUTIONS OF HIGHER EDUCATION [24 CFR 5.612, FR Notice 4/10/06 and FR Notice 9/21/16]
SECTION 3-II.E.	<p>SECTION 3-II.E. STUDENTS ENROLLED IN INSTITUTIONS OF HIGHER EDUCATION: Independent Student</p> <p><u>DHA Policy:</u></p> <p>In accordance with HUD regulations (24 CFR 5.612), no assistance shall be provided to any individual who:</p> <p>(1) Is enrolled as a student at an institution of higher education;</p>	<p>SECTION 3-II.E. STUDENTS ENROLLED IN INSTITUTIONS OF HIGHER EDUCATION: Independent Student</p> <p><u>DHA Policy:</u></p> <p>To be considered an independent student according to the Department of Education, a student must meet one or more of the following criteria:</p> <p>(1) The individual is at least 24 years old by December 31 of the award year for which aid is sought;</p>

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	<p>(2) Is under the age of 24;</p> <p>(3) Is not a veteran of the United States military;</p> <p>(4) Is unmarried;</p> <p>(5) Does not have a dependent child</p> <p>(6) Is not a person with disabilities; AND</p> <p>(7) Is not otherwise eligible or whose parents, individually or jointly, are not eligible to receive assistance based on their income</p>	<p>(2) The individual is an orphan, in foster care, or a ward of the court, or was an orphan, in foster care, or ward of the court at any time when the individual was 13 years of age or older;</p> <p>(3) The individual is, or was immediately prior to attaining the age of majority, an emancipated minor or in legal guardianship as determined by a court of competent jurisdiction in the individual's state of legal residence;</p> <p>(4) The individual is a veteran of the U.S. Armed Forces or is currently serving on active duty in the Armed Forces for other than training purposes;</p> <p>(5) The individual is a graduate or professional student;</p> <p>(6) The individual is married;</p> <p>(7) The individual has one or more legal dependents other than a spouse (for example, dependent children or an elderly dependent parent);</p> <p>(8) The individual has been verified during the school year in which the application is submitted as either an unaccompanied youth who is a homeless child or youth, (as such terms are defined in section 725 of the McKinney-Vento Homeless Assistance Act) (42 U.S.C. 11431 et seq.), or as unaccompanied, at risk of homelessness, and self-supporting by:</p> <ul style="list-style-type: none"> ▪ A local educational agency homeless liaison designated pursuant to section 722(g)(1)(J)(ii) of the McKinney-Vento Homeless Assistance Act; ▪ The director of a program funded under the Runaway and Homeless Youth Act or a designee of the director; ▪ The director of a program funded under subtitle B of title IV of the McKinney-Vento Homeless Assistance Act or a designee of the director ▪ A financial aid administrator ▪ The individual is a student for whom a financial aid administrator makes a documented determination of independence by reason of other unusual circumstances

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		<p>If DHA determines that an individual meets the definition of a <i>vulnerable youth</i> such a determination is all that is necessary to determine that the person is an <i>independent student</i> for the purposes of using only the student’s income for determining eligibility for assistance.</p>
<p>SECTION 3-II.E.</p>	<p>SECTION 3-II.E. STUDENTS ENROLLED IN INSTITUTIONS OF HIGHER EDUCATION:</p> <p>The <i>Vulnerable Youth</i> sub-section is a new section to be added to the 2017 Administrative Plan; this verbiage does not exist in the current plan.</p>	<p>SECTION 3-II.E. STUDENTS ENROLLED IN INSTITUTIONS OF HIGHER EDUCATION:</p> <p><i>Vulnerable Youth</i></p> <p><u>DHA Policy</u></p> <p>A <i>vulnerable youth</i> is an individual who meets the U.S. Department of Education’s definition of <i>independent student</i> in paragraphs (b), (c), or (h), as adopted in Section II of FR Notice 9/21/16:</p> <ul style="list-style-type: none"> ▪ The individual is an orphan, in foster care, or a ward of the court, or was an orphan, in foster care, or ward of the court at any time when the individual was 13 years of age or older ▪ The individual is, or was immediately prior to attaining the age of majority, an emancipated minor or in legal guardianship as determined by a court of competent jurisdiction in the individual’s state of legal residence ▪ The individual has been verified during the school year in which the application is submitted as either an unaccompanied youth who is a homeless child or youth, (as such terms are defined in section 725 of the McKinney-Vento Homeless Assistance Act) (42 U.S.C. 11431 et seq.), or as unaccompanied, at risk of homelessness, and self-supporting by: <ul style="list-style-type: none"> ○ A local educational agency homeless liaison, designated pursuant to section 722(g)(1)(J)(ii) of the McKinney-Vento Homeless Assistance Act ○ The director of a program funded under the Runaway and Homeless Youth Act or a designee of the director ○ The director of a program funded under subtitle B of title IV of the McKinney-Vento Homeless Assistance Act or a designee of the director

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		<ul style="list-style-type: none"> ○ A financial aid administrator
<p>SECTION 3-III.D</p>	<p>SECTION 3-III.D. SCREENING - Screening for Drug Abuse and Other Criminal Activity</p> <p>This is a new exception being implemented in the administrative plan for HOPWA applicants.</p>	<p>SECTION 3-III.D. SCREENING - Screening for Drug Abuse and Other Criminal Activity</p> <p>Exceptions to Screening Procedures</p> <p>For applicants that apply for the Housing Opportunities for People With HIV/AIDS (HOPWA) program, DHA shall prohibit admission to an applicant or a specific member of the applicant’s household if it is determined, based on criminal conviction record(s) that the applicant or the household member has engaged in the following activities within the last three (3) years:</p> <ol style="list-style-type: none"> 1) Violent criminal activity; 2) Other criminal activity that threatened the health, safety, and right to peaceful enjoyment of property by other tenants or the health and safety of a property owner, employees, contractors, subcontractors, or agents of the owner; 3) Received a felony drug conviction; or 4) Received a conviction of a sexual offense.
<p>SECTION 3-III.G.</p>	<p>SECTION 3-III.G. PROHIBITION AGAINST DENIAL OF ASSISTANCE TO VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT AND STALKING</p> <p>VAWA 2013 expanded notification requirements to include the obligation for PHAs to provide applicants who are denied assistance with a notice of rights and the form HUD-50066 at the time the applicant is denied.</p> <p>DHA will include in its notice of denial the VAWA information described in section 16-IX.C of this plan as well</p>	<p>SECTION 3-III.G. PROHIBITION AGAINST DENIAL OF ASSISTANCE TO VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT AND STALKING</p> <p>VAWA 2013 expanded notification requirements to include the obligation for PHAs to provide applicants who are denied assistance with a notice of rights and the form HUD-5382 at the time the applicant is denied.</p> <p>DHA will include in its notice of denial the VAWA information described in section 16-IX.C of this plan as well as including a copy of the form HUD-5382. DHA will request in writing that an applicant wishing to claim protection under VAWA notify DHA within 14 business days.</p>

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	as including a copy of the form HUD-50066. DHA will request in writing that an applicant wishing to claim protection under VAWA notify DHA within 10 business days.	
SECTION 4-II.C.	SECTION 4-II.C. OPENING AND CLOSING THE WAITING LIST- Closing the Waiting List <u>DHA Policy</u> 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.	SECTION 4-II.C. OPENING AND CLOSING THE WAITING LIST- Closing the Waiting List <u>DHA Policy</u> DHA will announce the opening and closing dates of the waiting list at least 5 business days prior to the date applications will first be accepted. The closing of the waiting list will be re-announced as a reminder, within the final week of accepting applications. 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.
SECTION 4-III.B.	SECTION 4-III.B. SELECTION AND HCV FUNDING SOURCES – Targeted Funding DHA will operate the following “Targeted” programs: - VASH - Family Unification - Shelter Plus Care - Housing Opportunities for Persons With Aids – (“HOPWA”) - Rental Assistance Demonstration – (“RAD”)	SECTION 4-III.B. SELECTION AND HCV FUNDING SOURCES – Targeted Funding DHA will operate the following “Targeted” programs: - VASH - Non-Elderly Disabled (NED) - Family Unification - Shelter Plus Care - Housing Opportunities for Persons With Aids – (“HOPWA”) - Rental Assistance Demonstration – (“RAD”)
SECTION 4-III.C	SECTION 4-III.B. SELECTION AND HCV FUNDING SOURCES – Special Admissions <u>DHA Policy</u> DHA admits a limited number of families under a Special	SECTION 4-III.C. SELECTION METHOD – Special Admissions <u>DHA Policy</u> DHA admits a limited number of families under a Special Admissions procedure. These families are admitted outside of the regular waiting list process, do not have to qualify

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	<p>Admissions procedure. These families are admitted outside of the regular waiting list process, do not have to qualify for a preference, nor are they required to be on the program waiting list. DHA will maintain separate records of these admissions. The following are examples of types of program funding that may be designated by HUD for families living in a specified unit:</p> <ul style="list-style-type: none"> - A family displaced because of demolition or disposition of a public housing project; - A family residing in a multifamily rental housing project when HUD sells, forecloses or demolishes the project; - A family residing in a project covered by a Project Based Housing Choice Voucher program HAP contract at the end of the initial HAP Contract term; and - A non-purchasing family residing in a HOPE 1 or HOPE 2 project 	<p>for a preference, nor are they required to be on the program waiting list. DHA will maintain separate records of these admissions. A preference point value of 50 points will be assigned to families admitted under the Special Admissions procedure. The following are examples of types of program funding that may be designated by HUD for families living in a specified unit:</p> <ul style="list-style-type: none"> - A family displaced because of demolition or disposition of a public housing project; - A family residing in a multifamily rental housing project when HUD sells, forecloses or demolishes the project; - A family residing in a project covered by a Project Based Housing Choice Voucher program HAP contract at the end of the initial HAP Contract term; and - A non-purchasing family residing in a HOPE 1 or HOPE 2 project
<p>SECTION 4-III.C.</p>	<p>SECTION 4-III.C. SELECTION METHOD- Local Preferences</p> <p>This entire section has been reorganized to reflect preferences and point values assigned.</p>	<p>SECTION 4-III.C. SELECTION METHOD- Preferences and Point Values</p> <p>Preferences and Point Values</p> <p>HUD allows housing authorities to establish preferences. An applicant may claim more than one preference and points will be assigned for each preference category claimed, if applicable. All preferences are consistent with the PHA’s administrative plan and the consolidated plan, and are based on local housing needs and priorities that are documented by generally accepted data sources.</p> <p>(A) HCV Program Termination/Insufficient Funding Preference</p> <p>DHA has established preferences for 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</p>

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		<p>appropriate preference.</p> <p><u>DHA Policy</u></p> <p>When added to the Housing Choice Voucher Program waiting list, a preference value of 85 points will be awarded to former voucher holders who have been terminated from the program as a result of insufficient funding.</p> <p>(B) Preference for Conversion of Project-Based to Tenant-Based Voucher</p> <p>DHA will maintain a separate site-based waiting list for its RAD developments and Project-Based Voucher (“PBV”) units under Housing Assistance Payments contract (“HAP”) and Agreement to enter into a Housing Assistance Payment contract (“AHAP”) agreements. DHA will maintain a general PBV waiting list for future PBV developments.</p> <p>DHA has established preferences for the PBV Programs at the Life House of Durham (LHD), Preiss Steele Place, the Whitted School, and any additional PBV properties that may be established in the future.</p> <p>Upon completion of one year in the Project Based Voucher (“PBV”) program, a participant in good standing may choose to select a tenant-based voucher. If a voucher is not immediately available, the family receives priority for the next available voucher. (All requests must be submitted in writing). As soon as a tenant-based voucher becomes available, DHA will grant the request and issue a voucher before any Applicant on a waiting list is granted a Voucher.</p> <p><u>DHA Policy</u></p> <p>When added to the Housing Choice Voucher Program waiting list, a preference value of 60 points will be awarded to eligible PBV participants who wish to convert their assistance, and have_resided in the PBV property for at least one year.</p> <p>(C) Public Housing Preference</p> <p>DHA will admit an applicant to the Housing Choice Voucher</p>

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		<p>program before all other Applicants on the waiting list if:</p> <ol style="list-style-type: none"> 1) The applicant resides in DHA public housing, AND; <ul style="list-style-type: none"> ○ The applicant family is being temporarily displaced due to DHA rehabilitation and modernization programs; or ○ DHA cannot approve the applicant’s request for Reasonable Accommodation at any of the DHA public housing sites because the request would be unreasonable, an undue financial burden, or a fundamental alteration of the program and the Applicant’s request could be resolved by being assisted under the HCVP. <p><u>DHA Policy</u></p> <p>When added to the Housing Choice Voucher Program waiting list, a preference value of 50 points will be awarded to eligible applicants who meet the criteria for the Public Housing Preference.</p> <p>Verification Requirements for the Public Housing Preference:</p> <p>Applicants will be asked to provide reliable documentation to show that the family qualifies for the Public Housing Preference as outlined above. Such verification shall include the following items:</p> <ul style="list-style-type: none"> ▪ A letter(s) from Qualified Healthcare Provider(s) confirming the disability related need for the requested reasonable accommodation or for applicants who are not disabled (letter must specify requested modification); a letter from a Qualified Healthcare Provider describing an applicant’s physical or mental condition and specifying housing conditions required because of the condition; ▪ Memo from DHA Property Management providing documentation to support the evidence of the applicant claim for the Public Housing Preference; and/or ▪ Other documentation as may be required by DHA to verify that a family is eligible for the Public Housing Preference.

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		<p data-bbox="1108 293 2074 326">(D) Preference for Victims of Natural Disasters</p> <p data-bbox="1108 342 1262 375"><u>DHA Policy</u></p> <p data-bbox="1108 391 2074 456">Applicants who are victims of governmentally declared natural disasters will be awarded 50 preference points when added to the HCVP waiting list.</p> <p data-bbox="1108 521 2074 553">(E) Family Unification Preference</p> <p data-bbox="1108 570 2074 699">The Family Unification Program is a program to promote family unification by providing rental assistance for families for whom the lack of adequate housing is a primary factor in the separation, or imminent separation of children from their families.</p> <p data-bbox="1108 716 2074 846">Families must be certified by the local Public Child Welfare Agency, and it must be verified that the lack of adequate housing is a primary factor in the imminent placement of the family's child, or children, in out-of-home care, or in the delay of discharge of a child, or children, to the family from out-of-home care.</p> <p data-bbox="1108 911 1262 943"><u>DHA Policy</u></p> <p data-bbox="1108 959 2074 1057">For purposes of placement on the HCVP waiting list, DHA shall grant a total of 45 preference points to an applicant who is referred to DHA from Durham County department of Social_Services (DSS) for the FUP program.</p> <p data-bbox="1108 1122 2074 1187">The Family Unification preference will be limited to 15 Applicants on an initial trial basis, as follows:</p> <p data-bbox="1108 1203 2074 1300">FUP Tenant Selection - It is the responsibility of the Durham County Department of Social Services (DSS) to select applicants to be referred to DHA in accordance with relevant federal, state and local housing laws.</p> <p data-bbox="1108 1317 2074 1349">Limitation on Number of FUP Vouchers Issued - The preference for the</p>

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		<p>Family Unification category is limited to the issuance of 15 vouchers and subject to funding availability. DHA will permanently close the waiting list for the Family Unification category after 15 applicant families have successfully leased housing under this program. The availability of vouchers through the Family Unification priority may be reevaluated depending upon availability of funding and the initial success of this pilot program.</p> <p>FUP Referral Procedure - Referrals to DHA from DSS must be accompanied by a Service Plan based on the results of the needs assessment conducted by DSS. This plan will outline the services needed to assist the family.</p> <p>Eligibility for FUP - The FUP applicant is subject to the same eligibility standards as required by the HCVP regulations and this Administrative Plan. An applicant that is denied HCVP assistance will not count against the 15 vouchers.</p> <p>(F) In Place Preference</p> <p>DHA has established preferences for In-Place families residing in PBV properties prior to the property being converted to a PBV dwelling.</p> <p>Eligible residents who reside in units at the time of the PBV property owner’s proposal selection date for Project-based assistance are afforded protection from displacement under project-based rules.</p> <p><u>DHA Policy</u></p> <p>Such families shall be added to the PBV Waiting List for that property, and assigned 40 points for ultimate priority. Vacant units will be leased to applicants from the PBV waiting list in rank order.</p> <p>(G) Veterans Preference</p> <p>DHA has established preferences for any United States Armed Forces veteran, or spouse of a deceased veteran with dependent children under the age of 18.</p> <p><u>DHA Policy</u></p> <p>When added to the Housing Choice Voucher Program waiting list, a preference value of 35 points will be awarded to eligible individuals or families who meet</p>

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		<p>criteria for this preference.</p> <p>(H) Residency Preference</p> <p>DHA has established preferences for applicants who reside or work in Durham, North Carolina.</p> <p><u>DHA Policy</u></p> <p>When added to the Housing Choice Voucher Program waiting list, a preference value of 10 points will be awarded to eligible individuals or families who meet criteria for this preference.</p> <p>Opening and Closing the Waiting list for Preference Families - At any time, in accordance with this Administrative Plan, DHA may decide to re-open or close the waiting list specifically for applicants that meet the criteria for a preference.</p>
<p>SECTION 4-III.C.</p>	<p>SECTION 4-III.C. SELECTION METHOD – Referrals</p> <p>Referrals will be accepted from DHA Special Admissions, Alliance Behavioral Healthcare, Genesis Home, Urban Ministries, Durham Interfaith Hospitality Network, Housing for New Hope, Durham Rescue Mission, Durham VA, Durham COC, NC Department of Social Services, and HUD funded FUP. Referrals will also be accepted for youth aging out of foster care regardless of whether a family is on the regular voucher waiting list, regardless of whether the regular PHA voucher waiting list is open or closed consistent with 24 CFR 982.206(c). Should a future merge occur between two or more referral provider agencies, the amount of referrals allotted per agency will be combined.</p> <p><u>DHA Policy</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> DHA will offer public notice when changing its preference system and will publish notice 	<p>SECTION 4-III.C. SELECTION METHOD – Referrals</p> <p>Referrals will be accepted from HUD Special Admissions, Alliance Behavioral Healthcare, Families Moving Forward, Urban Ministries, Housing for New Hope, Durham Rescue Mission, Durham VA, Durham COC, and the NC Department of Social Services. Referrals will be accepted regardless of whether the regular PHA voucher waiting list is open or closed, consistent with 24 CFR 982.206(c). Should a future merge occur between two or more referral provider agencies, the amount of referrals allotted per agency will be combined.</p> <p><u>DHA Policy</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> Referrals from Alliance Behavioral Healthcare up to 75 referrals per calendar year – 40 points(Applicants must have a care review and a VI-Spidat score of 10 or above) <input type="checkbox"/> Durham Rescue Mission, Urban Ministries, Housing For New Hope up to 25 (each organization) referrals per calendar year, and Families Moving Forward (up to 50 referrals per calendar year due to the merger of Genesis Home and Durham Interfaith Hospitality

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	<p>using the same guidelines as those for opening and closing the waiting list. Applicants must claim eligible preferences at the time of application to the waiting list.</p> <ul style="list-style-type: none"> □ Referrals from Alliance Behavioral Healthcare up to 75 referrals per calendar year – 45 points(Applicants must have a care review and a VI-Spidat score of 10 or above) □ Durham Rescue Mission, Genesis Home, Durham Interfaith Hospitality Network, Urban Ministries and Housing For New Hope up to 25 (each organization) referrals per calendar year – 40 points (In residence for 30 or more days) □ Referrals from Durham Rescue Mission, Genesis Home, Durham Interfaith Hospitality Network, Urban Ministries and Housing for New Hope, for individuals/families who resided at the shelter/transitional housing program for 30 days or more, and who exited the shelter/transitional housing program within the last 90 days □ Referral from Durham Continuum of Care up to 25 referrals per year with provider documentation – 40 points (Receiving intensive services for 90 days or more) □ Veterans Preference – available to any US armed forces veteran or spouse of a deceased veteran with dependent children under the age of 18 – 35 points □ Referral from Asset Management/ Low Income Public Housing in a hard to house situation due to family composition or demo/disposition of units – 50 points 	<p>Network) – 40 points (In residence for 30 or more days; and/or exited the residence in the last 90 days)</p> <ul style="list-style-type: none"> □ Referral from Durham Continuum of Care up to 25 referrals per year with provider documentation – 40 points (Receiving intensive services for 90 days or more) □ Referral from Asset Management/ Low Income Public Housing in a hard to house situation due to family composition or demo/disposition of units – 50 points □ Youth aging out of foster care age 18-24: Available for youth referred from NC Department of Social Services for the FUP program, who can verify that they were residents of a state-funded foster care system within twelve months of the onset of adulthood or emancipation. - 30 points □ Referrals from the authorized Durham, NC entity administering the STRMU (Short-Term Rent, Mortgage, and Utility Assistance) program, sponsored by the City of Durham’s Department of Community Development, in order to meet the Permanent Housing Placement Requirement – 40 points □ Referrals from the authorized Durham, NC entity administering and managing the HOPWA (Housing Opportunities for People living With Aids/HIV) waiting list, for applicants whom cannot be placed in the specialized TBRA (Tenant-Based Rental Assistance) program for HOPWA applicants, due to all 16 slots being filled – 40 points □ Participants in the HOPWA or Shelter Plus Care program are offered a position on the HCV waiting list after 2 years of successful participation to re-circulate vouchers designated for special programs – 10 per year – 30 points <p>DHA has the discretion to determine the amount of referrals to be accepted at any given time.</p> <p>Homeless Families: HUD’s definition of a "Homeless Family" is defined as follows:</p>

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	<ul style="list-style-type: none"> <li data-bbox="394 232 991 358">□ Displaced preference for former voucher holders who have been terminated from the program as a result of insufficient funding – 85 points <li data-bbox="394 367 991 526">□ Youth aging out of foster care age 18-24: Available for youth who can verify that they were residents of a state-funded foster care system within twelve months of the onset of adulthood or emancipation. - 30 points <li data-bbox="394 534 991 760">□ Referrals from the authorized Durham, NC entity administering the STRMU (Short-Term Rent, Mortgage, and Utility Assistance) program, sponsored by the City of Durham’s Department of Community Development, in order to meet the Permanent Housing Placement Requirement – 40 points <li data-bbox="394 768 991 1029">□ Referrals from the authorized Durham, NC entity administering and managing the HOPWA (Housing Opportunities for People living With Aids/HIV) waiting list, for applicants whom cannot be placed in the specialized TBRA (Tenant-Based Rental Assistance) program for HOPWA applicants, due to all 16 slots being filled – 40 points <li data-bbox="394 1037 991 1230">□ Participants in the HOPWA or Shelter Plus Care program are offered a position on the HCV waiting list after 2 years of successful participation to re-circulate vouchers designated for special programs – 10 per year – 30 points <li data-bbox="394 1239 991 1300">□ HUD funded Family Unification Program (FUP) voucher – 50 points 	<ol style="list-style-type: none"> <li data-bbox="1062 232 2064 391">(1) Individuals and families who lack a fixed, regular, and adequate nighttime residence and includes a subset for an individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or a place not meant for human habitation immediately before entering that institution; <li data-bbox="1062 431 2064 493">(2) Individuals and families who will imminently lose their primary nighttime residence; <li data-bbox="1062 534 2064 630">(3) Unaccompanied youth and families with children and youth who are defined as homeless under other federal statutes who do not otherwise qualify as homeless under this definition; or <li data-bbox="1062 670 2064 797">(4) Individuals and families who are fleeing, or are attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member.

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SECTION 5-I.B.	<p>SECTION 5-I.B. BRIEFING: Briefing Packet</p> <p>This is a new document that’s been added to the list of items that must be included in the briefing packet provided to voucher holders.</p>	<p>SECTION 5-I.B. BRIEFING: Briefing Packet</p> <p>Documents and information provided in the briefing packet must include the following:</p> <ul style="list-style-type: none"> ▪ An explanation of the advantages of moving to an area that does not have a high concentration of low-income families.
SECTION 6-III.C.	<p>SECTION 6-III.C. APPLYING PAYMENT STANDARDS: Overview</p> <p>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.</p>	<p>SECTION 6-III.C. APPLYING PAYMENT STANDARDS: Overview</p> <p>If DHA has established an exception payment standard for a designated part of a zip code area or 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.</p>
SECTION 6-III.C.	<p>SECTION 6-III.C. APPLYING PAYMENT STANDARDS: Decreases</p> <p>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:</p> <p>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.</p> <p>Step 2: DHA will compare the payment standard from step 1 to the payment standard last used to calculate the monthly</p>	<p>SECTION 6-III.C. APPLYING PAYMENT STANDARDS: Decreases</p> <p>If DHA changes its payment standard schedule, resulting in a lower payment standard amount, during the term of a HAP contract, DHA is not required to reduce the payment standard used to calculate subsidy for families under HAP contract as long as the HAP contract remains in effect [FR Notice 11/16/16].</p> <p>However, if DHA does choose to reduce the payment standard for families currently under HAP contract, the initial reduction to the payment standard may not be applied any earlier than the effective date of the family’s second regular reexamination following the effective date of the decrease in the payment standard amount. At that point, DHA may either reduce the payment standard to the current amount in effect on DHA’s payment standard schedule, or may reduce the payment standard to another amount that is higher than the normally applicable amount on the schedule. DHA may also establish different policies for designated areas within their jurisdiction (e.g., different zip code areas).</p> <p>In any case, DHA must provide the family with at least 12 months’ notice that the payment standard is being reduced before the effective date of the change. DHA’s policy</p>

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	<p>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.</p> <p>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.</p>	<p>on decreases in the payment standard during the term of the HAP contract apply to all families under HAP contract at the time of the effective date of the decrease in the payment standard within the designated area.</p> <p><u>DHA Policy</u></p> <p>If DHA changes its payment standard schedule resulting in a lower payment standard amount, during the term of a HAP contract, DHA will not reduce the payment standard used to calculate subsidy for families under HAP contract as long as the HAP contract remains in effect.</p> <p>DHA will not establish different policies for decreases in the payment standard for designated areas within their jurisdiction.</p>
<p>SECTION 7-II.E.</p>	<p>SECTION 7-II.E. VERIFICATION OF STUDENT STATUS: Independent Student</p> <p><u>DHA Policy</u></p> <p>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:</p> <ul style="list-style-type: none"> ▪ 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. 	<p>SECTION 7-II.E. VERIFICATION OF STUDENT STATUS: Independent Student</p> <p><u>DHA Policy</u></p> <p>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:</p> <ul style="list-style-type: none"> ▪ Reviewing the student’s prior year income tax returns to verify the student is independent or verifying the student meets the U.S. Department of Education’s definition of independent student (see section 3-II.E) ▪ 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, except in cases in which the PHA determines that the student is a vulnerable youth (see section 3-II.E)

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SECTION 7-III.I	SECTION 7-III.I ZERO ANNUAL INCOME STATUS DHA will require the family to recertify income every 90 days until income is received in the household.	SECTION 7-III.I ZERO ANNUAL INCOME STATUS DHA will require the family to recertify income every 120 days until income is received in the household.
SECTION 7-III.K	SECTION 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 Notice 4/10/06, p. 18146]	SECTION 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, or a vulnerable youth , in accordance with DHA policy [24 CFR 5.612, FR Notice 4/10/06, p. 18146, and FR Notice 9/21/16].
CHAPTER 8 (Introduction)	CHAPTER 8: HOUSING QUALITY STANDARDS AND RENT REASONABLENESS DETERMINATIONS Effective July 1, 2014, DHA may establish a policy for performing unit inspections biennially rather than annually. This policy could apply to some or all assisted units. DHA still has the option to inspect every unit annually. See Section 8-II.G for further details.	CHAPTER 8: HOUSING QUALITY STANDARDS AND RENT REASONABLENESS DETERMINATIONS The following verbiage has been removed from the Introduction paragraph: “Effective July 1, 2014, DHA may establish a policy for performing unit inspections biennially rather than annually. This policy could apply to some or all assisted units. DHA still has the option to inspect every unit annually. See Section 8-II.G for further details.”
SECTION 8-I.C	SECTION 8-I.C.: LIFE THREATENING CONDITIONS [24 CFR 982.404(a)]	SECTION 8-I.C.: LIFE THREATENING CONDITIONS [24 CFR 982.404(a); FR Notice 1/18/17]

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SECTION 8-I.C	<p>SECTION 8-I.C.: LIFE THREATENING CONDITIONS [24 CFR 982.404(a); FR Notice 1/18/17]</p> <p><u>DHA Policy</u></p> <p>The following are considered life threatening conditions:</p> <ul style="list-style-type: none"> ▪ 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 LP gas 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. Absence of a working air conditioning when temperatures exceed 85 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 	<p>SECTION 8-I.C.: LIFE THREATENING CONDITIONS [24 CFR 982.404(a); FR Notice 1/18/17]</p> <p><u>DHA Policy</u></p> <p>The following are considered life threatening conditions:</p> <ul style="list-style-type: none"> ▪ 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 LP gas or fuel oil leaks ▪ A fuel storage vessel, fluid line, valve, or connection that supplies fuel to a HVAC unit is leaking or a strong odor is detected with potential for explosion or fire or that results in a health risk if inhaled ▪ Any electrical problem or condition that could result in shock or fire ▪ A light fixture is readily accessible, is not securely mounted to the ceiling or wall, and electrical connections or wires are exposed ▪ A light fixture is hanging by its wires ▪ A light fixture has a missing or broken bulb, and the open socket is readily accessible to the tenant during the day-to-day use of the unit ▪ A receptacle (outlet) or switch is missing or broken and electrical connections or wires are exposed ▪ An open circuit breaker position is not appropriately blanked off in a panel board, main panel board, or other electrical box that contains circuit breakers or fuses ▪ A cover is missing from any electrical device box, panel box, switch gear box, control panel, etc., and there are exposed electrical connections ▪ Any nicks, abrasions, or fraying of the insulation that exposes conducting wire

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		<ul style="list-style-type: none"> ▪ Exposed bare wires or electrical connections ▪ Any condition that results in openings in electrical panels or electrical control device enclosures ▪ Water leaking or ponding near any electrical device ▪ Any condition that poses a serious risk of electrocution or fire and poses an immediate life-threatening condition ▪ Absence of a working heating system when outside temperature is below 60 degrees Fahrenheit. Absence of a working air conditioning when temperatures exceed 85 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 or missing smoke detectors ▪ Missing or inoperable carbon monoxide detector ▪ Missing, damaged, discharged, overcharged, or expired fire extinguisher (where required) ▪ Gas/oil-fired water heater or heating, ventilation, or cooling system with missing, damaged, improper, or misaligned chimney venting ▪ The chimney or venting system on a fuel-fired water heater is misaligned, negatively pitched, or damaged, which may cause improper or dangerous venting or gases ▪ A gas dryer vent is missing, damaged, or is visually determined to be inoperable, or the dryer exhaust is not vented to the outside ▪ A fuel-fired space heater is not properly vented or lacks available combustion air ▪ A non-vented space heater is present

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		<ul style="list-style-type: none"> ▪ Safety devices on a fuel-fired space heater are missing or damaged ▪ The chimney or venting system on a fuel-fired heating, ventilation, or cooling system is misaligned, negatively pitched, or damaged, which may cause improper or dangerous venting of gas ▪ Deteriorating paint as defined at 24 CFR 35.110 in a unit built before 1978 that is to be occupied by a family with a child under six years of age if it would prevent the family from moving into the unit
SECTION 8-I.E	SECTION 8-I.E. SPECIAL REQUIREMENTS FOR CHILDREN WITH ENVIRONMENTAL INTERVENTION BLOOD LEAD LEVEL [24 CFR 35.1225]	SECTION 8-I.E. SPECIAL REQUIREMENTS FOR CHILDREN WITH ENVIRONMENTAL INTERVENTION BLOOD LEAD LEVEL [24 CFR 35.1225; FR Notice 1/13/17]
SECTION 8-I.E	<p>SECTION 8-I.E. SPECIAL REQUIREMENTS FOR CHILDREN WITH ENVIRONMENTAL INTERVENTION BLOOD LEAD LEVEL [24 CFR 35.1225]</p> <p>If 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.</p>	<p>SECTION 8-I.E. SPECIAL REQUIREMENTS FOR CHILDREN WITH ENVIRONMENTAL INTERVENTION BLOOD LEAD LEVEL [24 CFR 35.1225; FR Notice 1/13/17]</p> <p>If 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 within 15 calendar days after being notified by a public health department or other medical health care provider.</p> <p>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.</p>

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		<p><u>DHA Policy</u> Upon being notified of any child with environmental intervention blood lead levels, DHA will send this information to the public health department.</p> <p>At least quarterly, DHA must also report an updated list to the public health department, of the addresses of pre 1978 units, receiving assistance under the HCV program, where a child or children under the age of 6 years old resides.</p> <p>Upon the public health department receiving this quarterly report from DHA, the health department will cross reference this information with the names and addresses of environmental intervention blood lead level children. If a match occurs, the public health department will inform DHA, and DHA must carry out the notification, verification, and hazard reduction requirements discussed in Chapter 8, and the reporting requirement discussed above.</p>
SECTION 8-II.A	<p>SECTION 8-II.A: Types of Inspections</p> <p><input type="checkbox"/> <i>Initial Inspections.</i> 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.</p>	<p>SECTION 8-II.A: Types of Inspections</p> <p><input type="checkbox"/> <i>Initial Inspections.</i> DHA conducts initial inspections in response to a request from the family to approve a unit for participation in the HCV program.</p>
SECTION 8-II.B	<p>SECTION 8-II.B. INITIAL HQS INSPECTION [24 CFR 982.401(a)]</p> <p>The Sub-Section entitled Initial Inspections and the DHA Policy therein were not previously a part of the current administrative plan.</p> <p>This new language is being added.</p>	<p>SECTION 8-II.B. INITIAL HQS INSPECTION [24 CFR 982.401(a)]</p> <p>Initial Inspections [FR Notice 1/18/17]</p> <p>DHA may, but is not required to, approve assisted tenancy and start HAP if the unit fails HQS inspection, but only if the deficiencies identified are non-life-threatening. Further, DHA may, but is not required to, authorize occupancy if a unit passed an alternative inspection in the last 24 months.</p>

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		<p><u>DHA Policy</u> The unit must pass the HQS inspection on or before the effective date of the HAP contract.</p> <p>DHA will not rely on alternative inspections and will conduct an HQS inspection for each unit prior to executing a HAP contract with the owner.</p>
<p>SECTION 8-II.B</p>	<p>SECTION 8-II.B. INITIAL HQS INSPECTION [24 CFR 982.401(a)]:Timing of Initial Inspections</p> <p>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).</p>	<p>SECTION 8-II.B. INITIAL HQS INSPECTION [24 CFR 982.401(a)]:Timing of Initial Inspections</p> <p>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).</p>
<p>SECTION 8-II.B</p>	<p>SECTION 8-II.B. INITIAL HQS INSPECTION [24 CFR 982.401(a)]: Appliances</p>	<p>SECTION 8-II.B. INITIAL HQS INSPECTION [24 CFR 982.401(a)]: Appliances [Form HUD-52580]</p>
<p>SECTION 8-II.C</p>	<p>SECTION 8-II.C. ANNUAL/BIENNIAL HQS INSPECTIONS</p> <p><u>DHA Policy</u></p> <p>DHA must inspect each unit under HAP contract within 24 months of the last passed HQS inspection. In the case of an initial annual failed inspection, DHA must re-inspect within 14 months of the last passed inspection. If the unit passes the initial annual inspection without any violations or deficiencies, the contract unit will be inspected within 24 months of the last</p>	<p>SECTION 8-II.C. ANNUAL/BIENNIAL HQS INSPECTIONS</p> <p><u>DHA Policy</u></p> <p>DHA must inspect each unit under HAP contract within 24 months of the last passed HQS inspection. In the case of an initial annual failed inspection, DHA must re-inspect within 14 months of the last passed inspection. If the unit passes the initial move-in or change of unit inspection without any violations or deficiencies, the contract unit will be inspected within 24 months of the last passed inspection.</p> <p>If an adult family member cannot be present on the scheduled date, the owner/agent may be present to allow DHA access. In the case of a special inspection which was</p>

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	<p>passed inspection.</p> <p>If an adult family member cannot be present on the scheduled date, the owner/agent may be present to allow DHA access.</p>	<p>requested by the family, the head of household or other adult member of the household composition must be present at the scheduled time of inspection. In the case of a special inspection requested by the owner or a third party, the owner must be present at the scheduled time of inspection.</p>
SECTION 8-II.D	<p>SECTION 8-II.D. SPECIAL INSPECTIONS</p> <p>If a participant or government official reports a life-threatening condition which the owner would be required to repair within 24 hours, DHA must inspect the unit within 24 hours of notification. If the reported condition is not life-threatening, DHA must inspect the unit within 15 days of notification.</p>	<p>SECTION 8-II.D. SPECIAL INSPECTIONS</p> <p>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.</p> <p>If a participant or government official reports a life-threatening condition which the owner would be required to repair within 24 hours, DHA must inspect the unit within 24 hours of notification. If the reported condition is not life-threatening, DHA must inspect the unit within 15 days of notification. In the event of extraordinary circumstances, such as if a unit is within a Presidentially declared disaster area, HUD may waive the 24-hour or the 15-day inspection requirement until such time as an inspection is feasible.</p>
SECTION 8-II.F.	<p>SECTION 8-II.F. INSPECTION RESULTS AND REINSPECTIONS FOR UNITS UNDER HAP CONTRACT - Notification of Corrective Actions</p> <p>This is a new sub-section added to the proposed administrative plan.</p>	<p>SECTION 8-II.F. INSPECTION RESULTS AND REINSPECTIONS FOR UNITS UNDER HAP CONTRACT - Notification of Corrective Actions</p> <p>Lead-Based Paint</p> <p>EPA's Lead Renovation, Repair and Painting Rule (RRP Rule) requires that firms performing renovation, repair, and painting projects that disturb lead-based paint in homes built before 1978 have their firm certified by EPA (or an EPA authorized state), use certified renovators who are trained by EPA-approved training providers and follow lead-safe work practices.</p>
SECTION 8-II.F	<p>SECTION 8-II.F. INSPECTION RESULTS AND REINSPECTIONS FOR UNITS UNDER HAP CONTRACT- Self Certification</p>	<p>SECTION 8-II.F. INSPECTION RESULTS AND REINSPECTIONS FOR UNITS UNDER HAP CONTRACT- Self Certification</p> <p><u>DHA Policy</u></p>

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	<p><u>DHA Policy</u> Depending on the nature of the deficiencies, owners and participants may be required to “self-certify” that repairs have been made as opposed to DHA conducting a re-inspection. DHA will notify the owner and family of items that qualify for “self-certification” via the Self-Certification Form.</p>	<p>Depending on the nature of the deficiencies, owners may be required to “self-certify” that repairs have been made as opposed to DHA conducting a re-inspection. DHA will notify the owner of items that qualify for “self-certification” via the Self-Certification Form. In addition, the owner will be required to submit photos of the corrected deficiencies, as well as work orders, invoices and/or receipts when applicable. Each photo must be clearly labeled and matched to the deficient item initially identified on the HUD-52580 form.</p> <p>This policy does not apply to inspections conducted for initial move-in, or the inspection of units under the Project-Based Voucher program. In the case of failed inspection for any of these units, a re-inspection of the unit will always be required.</p>
<p>SECTION 8-III.B.</p>	<p>SECTION 8-III.B. WHEN RENT REASONABLENESS DETERMINATIONS ARE REQUIRED:</p> <p>Owner-initiated Rent Determinations: <u>DHA Policy:</u> 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.</p> <p>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.</p> <p>All rents adjustments will be effective the first of the month following 60 days after DHA’s receipt of the owner’s request</p>	<p>SECTION 8-III.B. WHEN RENT REASONABLENESS DETERMINATIONS ARE REQUIRED:</p> <p>Owner-initiated Rent Determinations: <u>DHA Policy:</u> 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.</p> <p>DHA will determine whether the requested increase is reasonable within 30 days of receiving the request from the owner. The owner will be notified of the determination in writing.</p> <p>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.</p> <p>DHA will generally approve a rent increase request for less than or equal to 3.5% of the</p>

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	<p>or on the date specified by the owner, whichever is later.</p> <p>DHA will generally approve a rent increase request for less than or equal to 3.5% of the total contract rent, as long as the requested rental amount is determined rent reasonable, and the tenant signs off on the rent increase request.</p> <p>Owners of multi-family units (4 or more units at the property) may request one annual increase in excess of 3.5% applied at annual certification, if the increase is rent reasonable and notice is provided to all the tenants of the change in rent structure 60 days in advance of the expectation of the increase. DHA will permit the property to submit a blanket request for all units in October that would be applied at annual contract renewals effective January 1 thru the end of the year. DHA will complete a comparability study for each increase. If it is found that the unit is not rent reasonable, DHA will change the rent to the comparable amount; notifying the tenant and landlord according to policy. (Please see rent increase schedule for multi-family properties below).</p> <p>All other requests for rent increases in excess of the approved 3.5% will only be considered as a reasonable accommodation to the participant family residing in the assisted unit, OR if the owner is able to provide written verification indicating the assisted unit(s) has not been rented at market price for the past two years.</p> <p>DHA requires the tenant to approve any proposed increase in writing, prior to consideration.</p> <p>DHA will only process a rent increase at the annual re-examination, unless processing of a timely request was delayed due to DHA's operations.</p>	<p>total contract rent, as long as the requested rental amount is determined rent reasonable, and the tenant signs off on the rent increase request.</p> <p>Owners of multi-family units (4 or more units at the property) may request one annual increase in excess of 3.5%, if the increase is rent reasonable and notice is provided to all the tenants of the change in rent structure 60 days in advance of the expectation of the increase. If the apartment complex is not substantially assisted, DHA may base its rent reasonableness determination on the rents charged for the three recent rentals the owner identifies on the RFTA. In such cases, DHA does not have to obtain additional rent comparables in other multifamily housing in the area.</p> <p>DHA will permit the property to submit a blanket request for all units in October that would be applied at annual contract renewals effective January 1 thru the end of the year. DHA will complete a comparability study for each increase. If it is found that the unit is not rent reasonable, DHA will change the rent to the comparable amount; notifying the tenant and landlord according to policy.</p> <p>DHA requires the tenant to approve any proposed increase in writing, prior to consideration.</p> <p>All requests must be submitted in the format prescribed by DHA.</p> <p>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.</p>

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	<p>All requests must be submitted in the format prescribed by DHA.</p> <p>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.</p>	
<p>SECTION 8-III.B</p>	<p>SECTION 8-III.B. WHEN RENT REASONABLENESS DETERMINATIONS ARE REQUIRED:</p> <p>Owner-initiated Rent Determinations: 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.</p> <p>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.</p>	<p>SECTION 8-III.B. WHEN RENT REASONABLENESS DETERMINATIONS ARE REQUIRED:</p> <p>Owner-initiated Rent Determinations: DHA will determine whether the requested increase is reasonable within 30 days of receiving the request from the owner. The owner will be notified of the determination in writing.</p> <p>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 10 percent decrease in the Fair Market Rent that goes into effect at least 60 days before the contract anniversary date.</p>
<p>SECTION 9-I.F.</p>	<p>SECTION 9-I.F. TENANCY APPROVAL</p> <p><u>DHA Policy</u></p> <p>Submission of the RFTA: DHA will post dates and times that families may submit the RFTA to its offices.</p>	<p>SECTION 9-I.F. TENANCY APPROVAL</p> <p><u>DHA Policy</u></p> <p>Submission of the RFTA: RFTAs can be submitted by the family, a representative of the family, or the prospective landlord or managing agent. DHA will post dates</p>

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		and times that individuals may submit the RFTA to its offices. For new admission families only, updated income verification must be submitted with the RFTA (e.g. pay stubs, employment hire letters, child support verification, SS/SSI award letters, etc.).
SECTION 9-I.H	<p>SECTION 9-I.H. CHANGES IN LEASE OR RENT</p> <p><u>DHA Policy:</u></p> <p>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.</p>	<p>SECTION 9-I.H. CHANGES IN LEASE OR RENT</p> <p><u>DHA Policy:</u></p> <p>Where the owner is requesting a rent increase, DHA will determine whether the requested increase is reasonable and the owner will be notified of the determination in writing within 30 days of DHA’s receipt of the request from the owner.</p>
CHAPTER 10	<p>CHAPTER 10: MOVING WITH CONTINUED ASSISTANCE AND PORTABILITY</p> <p>This is new verbiage being added to the Introductory Section of Chapter 10 (this language does not currently exist in the administrative plan).</p>	<p>CHAPTER 10: MOVING WITH CONTINUED ASSISTANCE AND PORTABILITY</p> <p>Note: The policies set forth within this chapter relate to participants of the Housing Choice Voucher Program. There are several exceptions to these portability policies for participants in the Housing Opportunities for People With Aids (HOPWA) program. Under DHA’s administration of the HOPWA program, participants may only reside in the following jurisdictions:</p> <ul style="list-style-type: none"> ○ Durham County ○ Orange County ○ Chatham County ○ Person County <p>All requests for portability outside of the four counties mentioned above will be referred by DHA staff to the NC Department of Social Services Case Manager for processing of</p>

Section	Current Language	New Language
		portability to other jurisdictions that currently administer a HOPWA program.
SECTION 10-I.A.	<p>SECTION 10-I.A. ALLOWABLE MOVES</p> <p>HUD lists six regulatory conditions under 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.</p> <ul style="list-style-type: none"> □ The family or a member of the family is or has been the victim of domestic violence, dating violence, sexual assault or stalking and the move is needed to protect the health or safety of the family or family member [24 CFR 982. 354 (b)(4)]. This condition applies even when the family has moved out of its unit in violation of the lease, with or without prior notification to DHA, if the family or family member who is the victim reasonably believed that he or she was imminently threatened by harm from further violence if he or she remained in the unit [24 CFR 982. 354 (b)(4), 24 CFR 982.353(b)]. <p><u>DHA Policy</u> If a family requests permission to move with continued assistance based on a claim that the move is necessary to protect the health or safety of a family member who is or has been the victim of domestic violence, dating violence, sexual assault or stalking, DHA will request documentation in accordance with section 16-IX.D of this plan. DHA reserves the right to waive the documentation requirement if it determines that a statement or other corroborating evidence from the family or family member will suffice. In such cases DHA will document the waiver</p>	<p>SECTION 10-I.A. ALLOWABLE MOVES</p> <p>HUD lists six regulatory conditions under 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.</p> <ul style="list-style-type: none"> □ The family or a member of the family is or has been the victim of domestic violence, dating violence, sexual assault or stalking and the move is needed to protect the health or safety of the family or family member [24 CFR 982. 354 (b)(4)]. This condition applies even when the family has moved out of its unit in violation of the lease, with or without prior notification to DHA, if the family or family member who is the victim reasonably believed that he or she was imminently threatened by harm from further violence if he or she remained in the unit [24 CFR 982. 354 (b)(4), 24 CFR 982.353(b)]. DHA must adopt an emergency transfer plan as required by regulations at 24 CFR 5.2007(e). <p><u>DHA Policy</u> If a family requests permission to move with continued assistance based on a claim that the move is necessary to protect the health or safety of a family member who is or has been the victim of domestic violence, dating violence, sexual assault or stalking, DHA will request documentation in accordance with section 16-IX.D of this plan. DHA reserves the right to waive the documentation requirement if it determines that a statement or other corroborating evidence from the family or family member will suffice. In such cases DHA will document the waiver in the family’s file. DHA has adopted an emergency transfer plan, which is included as Exhibit 16-3 to this plan.</p>

Section	Current Language	New Language
	in the family's file.	
<p>SECTION 10-I.B</p>	<p>SECTION 10-I.B. RESTRICTIONS ON MOVES: Denial of Moves</p> <p><u>DHA Policy</u></p> <p>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.</p> <p>This policy applies to moves within DHA's jurisdiction as well as to moves outside it under portability.</p> <p>DHA will create a list of families whose moves have been denied due to insufficient funding. When funds become available, the families on this list will take precedence over families on the waiting list. DHA will use the same procedures for notifying families with open requests to move when funds become available as it uses for notifying families on the waiting list (see section 4-III.D).</p>	<p>SECTION 10-I.B. RESTRICTIONS ON MOVES: Denial of Moves</p> <p><u>DHA Policy</u></p> <p>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; (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; and (d) for portability moves, the receiving PHA is not absorbing the voucher.</p> <p>If DHA does not have sufficient funding for continued assistance, but the family must move from their unit (e.g., the unit failed HQS), the family may move to a higher cost unit if the move is within the DHA's jurisdiction. DHA, however, will not allow the family to move under portability in this situation if the family wishes to move to a higher cost area.</p> <p>For both moves within DHA's jurisdiction and outside under portability, DHA will not deny a move due to insufficient funding if DHA previously approved the move and subsequently experienced a funding shortfall if the family cannot remain in their current unit. DHA will rescind the voucher in this situation if the family will be allowed to remain in their current unit.</p> <p>This policy applies to moves within DHA's jurisdiction as well as to moves outside it under portability.</p> <p>DHA will create a list of families whose moves have been denied due to insufficient funding. DHA will keep the family's request open indefinitely, and when funds become available, the families on this list will take precedence over families on the waiting list. DHA will use the same procedures for notifying families with open requests to move when funds become available as it uses for notifying families on the waiting list</p>

Section	Current Language	New Language
		(see section 4-III.D).
SECTION 10-II.B	<p>SECTION 10-II.B. INITIAL PHA ROLE: Briefing:</p> <p><u>DHA Policy</u> DHA will provide the name, address, and phone of the contact for the PHAs in the jurisdiction to which they wish to move. If there is more than one PHA with jurisdiction over the area to which the family wishes to move, DHA will advise the family that the family may select the receiving PHA and notify DHA of which receiving PHA was selected. DHA will further inform the family that if the family prefers not to select the receiving PHA, DHA will select the receiving PHA on behalf of the family.</p>	<p>SECTION 10-II.B. INITIAL PHA ROLE: Briefing:</p> <p><u>DHA Policy</u> DHA will provide the name, address, and phone of the contact for the PHAs in the jurisdiction to which they wish to move. If there is more than one PHA with jurisdiction over the area to which the family wishes to move, DHA will advise the family that the family select's the receiving PHA and notifies DHA of which receiving PHA was selected. DHA will provide the family with contact information for all of the receiving PHAs that serve the area. DHA will not provide any additional information about receiving PHAs in the area. DHA will further inform the family that if the family prefers not to select the receiving PHA, DHA will select the receiving PHA on behalf of the family. In this case, DHA will not provide the family with information for all receiving PHAs in the area.</p>
SECTION 10-II.B	<p>SECTION 10-II.B. INITIAL PHA ROLE: Initial Billing Deadline</p> <p>Initial Billing Deadline [Letter to Executive Directors, 9/15/15]</p> <p>The deadline for submission of initial billing is 90 days following the expiration date of the voucher issued to the family by the initial PHA.</p> <p>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</p>	<p>SECTION 10-II.B. INITIAL PHA ROLE: Initial Billing Deadline</p> <p>Initial Billing Deadline [Notice PIH 2016-09]</p> <p>The deadline for submission of initial billing is 90 days following the expiration date of the voucher issued to the family by the initial PHA. In cases where suspension of the voucher delays the initial billing submission, the receiving PHA must notify the initial PHA of delayed billing before the billing deadline and document the delay is due to the suspension. In this case, the initial PHA must extend the billing deadline by 30 days.</p> <p>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 notify the initial PHA in writing. The initial PHA may report to HUD the receiving PHA's failure to comply with the deadline. If the initial PHA will honor the late billing, no action is required.</p>

Section	Current Language	New Language
	<p>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.</p> <p><u>DHA Policy</u></p> <p>If DHA has not received an initial billing notice from the receiving PHA within 90 days of expiration of the Initial Housing Authority's voucher, 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.</p>	<p><u>DHA Policy</u></p> <p>If DHA has not received an initial billing notice from the receiving PHA within the billing deadline, it will contact the receiving PHA to inform them that it will not honor a late billing submission and will return any subsequent billings that it receives on behalf of the family.</p>
SECTION 10-II.B	<p>SECTION 10-II.B. INITIAL PHA ROLE: Monthly Billing and Payments</p> <p><u>DHA Policy</u></p> <p>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.</p>	<p>SECTION 10-II.B. INITIAL PHA ROLE: Monthly Billing and Payments</p> <p><u>DHA Policy</u></p> <p>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. If the initial PHA extends the term of the voucher, the receiving PHA's voucher will expire 30 calendar days from the new expiration date of the initial PHA's voucher.</p>
SECTION 10-II.B	<p>SECTION 10-II.B. INITIAL PHA ROLE: Annual Updates of HUD Form 50058</p> <p>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.</p>	<p>SECTION 10-II.B. INITIAL PHA ROLE: Annual Updates of HUD Form 50058</p> <p>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. The initial PHA must continue paying the receiving PHA based on the last form HUD-50058 received, unless instructed otherwise by HUD. The initial PHA may seek absorption of the vouchers by following steps outlined in Notice PIH 2016-09.</p>

Section	Current Language	New Language
SECTION 10-II.C	<p>SECTION 10-II.C. RECEIVING PHA ROLE: Initial Contact With the Family</p> <p>If the voucher issued to the family by the initial PHA has expired, the receiving PHA must contact the initial PHA to determine if it will extend the voucher [24 CFR 982.355(c)(13)].</p>	<p>SECTION 10-II.C. RECEIVING PHA ROLE: Initial Contact With the Family</p> <p>If the voucher issued to the family by the initial PHA has expired, the receiving PHA must contact the initial PHA to determine if it will extend the voucher [24 CFR 982.355(c)(13)]. An informal hearing is not required when a voucher has expired without the family leasing a unit.</p>
SECTION 10-II.C	<p>SECTION 10-II.C. RECEIVING PHA ROLE- Voucher Term</p> <p><i>Voucher Term</i> The term of the receiving PHA’s voucher may not expire before 30 calendar days from the expiration of the initial PHA’s voucher [24 CFR 982.355(c)(13)].</p> <p><u>DHA Policy</u> The receiving PHA’s voucher will expire on the same date as the initial PHA’s voucher.</p>	<p>SECTION 10-II.C. RECEIVING PHA ROLE- Voucher Term</p> <p><i>Voucher Term</i> The term of the receiving PHA’s voucher may not expire before 30 calendar days from the expiration of the initial PHA’s voucher [24 CFR 982.355(c)(13)]. If the initial PHA extends the term of the voucher, the receiving PHA’s voucher may not expire before 30 days from the new expiration date of the initial PHA’s voucher [Notice PIH 2016-09].</p> <p><u>DHA Policy</u> The receiving PHA’s voucher will expire on the same date as the initial PHA’s voucher. If the initial PHA extends the term of the voucher, the receiving PHA’s voucher will expire 30 calendar days from the new expiration date of the initial PHA’s voucher.</p>
SECTION 10-II.C	<p>SECTION 10-II.C. RECEIVING PHA ROLE- Initial Billing Deadline</p> <p><i>Initial Billing Deadline</i> 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</p>	<p>SECTION 10-II.C. RECEIVING PHA ROLE- Initial Billing Deadline</p> <p><i>Initial Billing Deadline</i> 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) in time that the notice will be received no later than 90</p>

Section	Current Language	New Language
	<p>form HUD-52665) 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 2016-09]. 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.</p> <p><u>DHA Policy</u></p> <p>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.</p> <p>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 2012-42].</p>	<p>days following the expiration date of the family’s voucher issued by the initial PHA [Notice PIH 2016-09]. This deadline may be extended for 30 additional days if the delay is due to suspension of the voucher’s term (see Initial Billing Section). 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.</p> <p><u>DHA Policy</u></p> <p>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.</p> <p>If the receiving PHA fails to send the initial billing by the deadline, 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 2016-09].</p>
<p>SECTION 10-II.C</p>	<p>SECTION 10-II.C. RECEIVING PHA ROLE- Annual Re-examination:</p> <p><u>DHA Policy</u></p> <p>DHA will send a copy of the updated HUD-50058 by regular mail at the same time the family and owner are notified of the re-examination results.</p>	<p>SECTION 10-II.C. RECEIVING PHA ROLE- Annual Re-examination:</p> <p><u>DHA Policy</u></p> <p>DHA will send a copy of the updated HUD-50058 by regular mail no later than 10 business days after the effective date of the reexamination.</p>

Section	Current Language	New Language
<p>SECTION 10-II.C</p>	<p>SECTION 10-II.C. RECEIVING PHA ROLE- Change in Billing Amount:</p> <p>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.</p>	<p>SECTION 10-II.C. RECEIVING PHA ROLE- Change in Billing Amount:</p> <p>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. If the change resulted in a decrease in the monthly billing amount, the initial PHA will offset future monthly payments until the difference is reconciled.</p>
<p>SECTION 10-II.C</p>	<p>SECTION 10-II.C. RECEIVING PHA ROLE- Absorbing a Portable Family</p> <p>Absorbing a Portable Family</p> <p>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) [24 CFR 982.355(d)(1), Notice PIH 2012-42].</p> <p>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)].</p> <p>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</p>	<p>SECTION 10-II.C. RECEIVING PHA ROLE- Absorbing a Portable Family</p> <p>Absorbing a Portable Family</p> <p>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) [24 CFR 982.355(d)(1), Notice PIH 2016-09].</p> <p>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)].</p> <p>If the receiving PHA absorbs a family after providing assistance for the family under a billing arrangement with the initial PHA, the receiving PHA must send an updated form HUD-52665 to the initial PHA no later than 10 business days following the effective date of the termination of the billing arrangement. [Notice PIH 2016-09]</p> <p><u>DHA Policy</u></p> <p>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</p>

Section	Current Language	New Language
	<p>2012-42]</p> <p><u>DHA Policy</u></p> <p>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.</p> <p>If DHA decides to absorb a family after that, it will provide the initial PHA with 30 days' advance notice.</p>	<p>billing deadline specified on form HUD-52665. The effective date of the HAP contract will be the effective date of the absorption.</p> <p>If DHA decides to absorb a family after that, it will provide the initial PHA with 30 days' advance notice, but no later than 10 business days following the effective date of the termination of the billing arrangement.</p>
<p>SECTION 11-IE</p>	<p>SECTION 11-IE. DETERMINING ONGOING ELIGIBILITY OF CERTAIN STUDENTS:</p> <p>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.</p> <p>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,</p>	<p>SECTION 11-IE. DETERMINING ONGOING ELIGIBILITY OF CERTAIN STUDENTS:</p> <p>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 or is considered a vulnerable youth in accordance with DHA policy, the income of the student's parents will not be considered in determining the student's ongoing eligibility.</p> <p>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.</p> <p><u>DHA Policy</u></p>

Section	Current Language	New Language
	<p>separately from their parents.</p> <p><u>DHA Policy</u></p> <p>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.</p>	<p>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 or is considered a <i>vulnerable youth</i> based on the policies in Sections 3-II.E and 7-II.E, the parents’ income will not be reviewed.</p>
<p>SECTION 11-II.C</p>	<p>SECTION 11-II.C. CHANGES AFFECTING INCOME OR EXPENSES - DHA-Initiated Interim Re-examinations</p> <p><u>DHA Policy:</u></p> <p>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.</p> <p>If the family reports an increase in income, DHA will conduct an interim re-examination 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.</p>	<p>SECTION 11-II.C. CHANGES AFFECTING INCOME OR EXPENSES - DHA-Initiated Interim Re-examinations</p> <p><u>DHA Policy:</u></p> <p>If the family has reported zero income, DHA will conduct an interim reexamination every 4 months as long as the family continues to report that they have no income.</p> <p>The paragraph regarding interim re-examinations for increases in income has been deleted from the administrative plan.</p>
<p>SECTION 11-II.C</p>	<p>SECTION 11-II.C. CHANGES AFFECTING INCOME OR EXPENSES - Family-Initiated Interim Re-</p>	<p>SECTION 11-II.C. CHANGES AFFECTING INCOME OR EXPENSES - Family-Initiated Interim Re-examinations</p>

Section	Current Language	New Language
	<p>examinations</p> <p><u>DHA Policy:</u></p> <p>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.</p> <p>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.</p> <p>DHA will conduct interim reexaminations for families who report an increase in income of \$5200 or more. DHA shall immediately verify the income and compute the change to become effective the first of the month following the 30-day notice to the family.</p> <p>If at annual recertification or at any time DHA conducts a certification, it is found that the family failed to report income of any amount, DHA will conduct an interim, recalculate the housing assistance payment and tenant rental portion, and request the family to enter into a repayment agreement for overpaid housing subsidy remitted. Should the family fail to comply with the terms and conditions of the repayment agreement, DHA will initiate the termination of assistance process.</p>	<p><u>DHA Policy:</u></p> <p>Families are required to report any decreases in income, including loss of employment, decreases in benefit income (i.e. SSI, SS, Unemployment, VA benefits) within 30 days of the date the change takes effect. Should the family fail to report the decrease in income and fail to provide all documentation needed to verify the decrease within 30 days, DHA will make the Interim Rent Adjustment effective for the first of the month following the actual month the change in income was reported. DHA will not make retroactive HAP payments due to the family’s failure to report the decrease in income timely.</p> <p>Families are no longer required to report increases in income within ten days of the increase. However, families are required to report all increases in income including new employment, increases in benefit income (i.e. SSI, SS, Unemployment, VA benefits) at the time of their annual re-examination.</p> <p>If at any time it is found that the family failed to report income of any amount during the annual re-examination, DHA will conduct an interim, recalculate the housing assistance payment and tenant rental portion, and request the family to enter into a repayment agreement for overpaid housing subsidy remitted. Should the family fail to comply with the terms and conditions of the repayment agreement, DHA will initiate the termination of assistance process.</p>
SECTION 11-III.B	SECTION 11-III.B. CHANGES IN PAYMENT STANDARDS AND UTILITY ALLOWANCES- Payment Standards	SECTION 11-III.B. CHANGES IN PAYMENT STANDARDS AND UTILITY ALLOWANCES- Payment Standards

Section	Current Language	New Language
	<p>If the payment standard amount has <i>decreased</i>, the decreased payment standard will be applied at the <i>second annual</i> reexamination following the effective date of the decrease in the payment standard.</p>	<p>If the payment standard amount has decreased, during the term of a HAP contract, DHA is not required to reduce the payment standard as the HAP contract remains in effect. At the family’s second annual reexamination, DHA may, but is not required to, apply the decreased payment standard or may gradually implement the reduced payment standard (See Chapter 6 for the PHA’s policy on decreases in the payment standard).</p>
<p>CHAPTER 12</p>	<p>CHAPTER 12: TERMINATION OF ASSISTANCE AND TENANCY:</p> <p>This is new verbiage being added to the Introductory Section of Chapter 12 (this language does not currently exist in the administrative plan).</p>	<p>CHAPTER 12: TERMINATION OF ASSISTANCE AND TENANCY:</p> <p>Note: The policies set forth within this chapter relate to participants of the Housing Choice Voucher Program. There are several exceptions to these termination policies for participants in the Housing Opportunities for People With Aids (HOPWA) program. Any adversarial actions taken regarding the termination of assistance for participants in the HOPWA program must undergo review and determination by DHA, North Carolina Department of Social Services, and the City of Durham’s Department of Community Development.</p>
<p>CHAPTER 12</p>	<p>CHAPTER 12: TERMINATION OF ASSISTANCE AND TENANCY</p> <p>HUD 50066</p>	<p>CHAPTER 12: TERMINATION OF ASSISTANCE AND TENANCY</p> <p>All VAWA references to form HUD 50066 have been changed to HUD 5382</p>
<p>SECTION 12-I.E.</p>	<p>SECTION 12-I.E. MANDATORY POLICIES AND OTHER AUTHORIZED TERMINATIONS – Use of Illegal Drugs and Alcohol Abuse</p> <p>This is a new clause strictly for HOPWA program participants that is being added to the current policy.</p>	<p>SECTION 12-I.E. MANDATORY POLICIES AND OTHER AUTHORIZED TERMINATIONS – Use of Illegal Drugs and Alcohol Abuse</p> <p><u>DHA Policy</u></p> <p>In making its decision to terminate participants of the HOPWA program, DHA will work with the Department of Social Services HOPWA Case Manager to determine termination of assistance on a case-by-case basis.</p>

Section	Current Language	New Language
SECTION 12-I.E.	SECTION 12-I.E. MANDATORY POLICIES AND OTHER AUTHORIZED TERMINATIONS – Drug-Related and Violent Criminal Activity This is a new clause strictly for HOPWA program participants that is being added to the current policy.	SECTION 12-I.E. MANDATORY POLICIES AND OTHER AUTHORIZED TERMINATIONS – Drug-Related and Violent Criminal Activity <u>DHA Policy</u> In making its decision to terminate participants of the HOPWA program, DHA will work with the Department of Social Services HOPWA Case Manager to determine termination of assistance on a case-by-case basis.
SECTION 12-I.E.	SECTION 12-I.E. MANDATORY POLICIES AND OTHER AUTHORIZED TERMINATIONS – Insufficient Funding This is new verbiage being added to the policy regarding Insufficient Funding.	SECTION 12-I.E. MANDATORY POLICIES AND OTHER AUTHORIZED TERMINATIONS – Insufficient Funding <u>DHA Policy</u> This policy will not apply to HOPWA program participants.
SECTION 12-II.D.	SECTION 12-II.D. CRITERIA FOR DECIDING TO TERMINATE ASSISTANCE – Consideration of Circumstances: This is a new clause strictly for HOPWA program participants that is being added to the current policy.	SECTION 12-II.D. CRITERIA FOR DECIDING TO TERMINATE ASSISTANCE – Consideration of Circumstances: <u>DHA Policy</u> In making its decision to terminate participants of the HOPWA program, DHA will work with the Department of Social Services HOPWA Case Manager to determine termination of assistance on a case-by-case basis.
SECTION 12-II.F.	SECTION 12-II.F. TERMINATION NOTICE This is new language being added to the current DHA Policy regarding termination notices for HOPWA program participants.	SECTION 12-II.F. TERMINATION NOTICE <u>DHA Policy</u> All termination notices provided by DHA to HOPWA program participants must include the following:

Section	Current Language	New Language
		<ul style="list-style-type: none"> ▪ Instruction permitting the participant to have a review of the decision, including the opportunity to confront opposing witnesses, to present written objections, and be represented by their own counsel before a person other than the person who made or approved the termination decision ▪ An obligation by DHA to provide prompt written notification of the final decision to the participant
SECTION 12-II.F	<p>SECTION 12-II.F. TERMINATION NOTICE</p> <p><u>DHA Policy</u></p> <p>Whenever DHA decides to terminate a family’s assistance because of the family’s action or failure to act, DHA will include in its termination notice the VAWA information described in section 16-IX.C of this plan and a form HUD-50066. DHA will request in writing that a family member wishing to claim protection under VAWA notify DHA within 10 business days.</p>	<p>SECTION 12-II.F. TERMINATION NOTICE</p> <p><u>DHA Policy</u></p> <p>Whenever DHA decides to terminate a family’s assistance because of the family’s action or failure to act, DHA will include in its termination notice the VAWA information described in section 16-IX.C of this plan and a form HUD-5382. DHA will request in writing that a family member wishing to claim protection under VAWA notify DHA within 14 business days.</p>
SECTION 15-IV.B	<p>SECTION 15-IV.B. PAYMENT STANDARD, UTILITY ALLOWANCE AND HAP CALCULATION</p> <p>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.</p>	<p>SECTION 15-IV.B. PAYMENT STANDARD, UTILITY ALLOWANCE AND HAP CALCULATION</p> <p>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 lower of the utility allowance for the family unit size (voucher size) or the prorata share of the utility allowance for the shared housing unit.</p>

Section	Current Language	New Language
	<p>The Example Chart was not a part of the current administrative plan; it is being added.</p>	<p>Example: A family holds a 2-bedroom voucher. The family decides to occupy 3 out of 4 bedrooms available in the unit.</p> <p>The utility allowance for a 4-bedroom unit equals \$200</p> <p>The utility allowance for a 2-bedroom unit equals \$100</p> <p>The prorata share of the utility allowance is \$150 (3/4 of \$200)</p> <p>The PHA will use the 2-bedroom utility allowance of \$100.</p>
<p>CHAPTER 15: PART VI</p>	<p>PART VI: MANUFACTURED HOMES [24 CFR 982.620 through 982.624]</p>	<p>PART VI: MANUFACTURED HOMES [24 CFR 982.620 through 982.624 ; FR Notice 1/18/17]</p>
<p>SECTION 15-VI.A.</p>	<p>SECTION 15-VI.A. OVERVIEW</p> <p>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.</p>	<p>SECTION 15-VI.A. OVERVIEW</p> <p>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 as well as certain other housing expenses. DHA may, but are not required to, provide assistance for such families.</p>
<p>SECTION 15-VI.C</p>	<p>SECTION 15-VI.C. PAYMENT STANDARD, UTILITY ALLOWANCE AND HAP CALCULATION</p> <p>Payment Standards</p> <p>The FMR for a manufactured home space is generally 40 percent of the published FMR for a two-bedroom unit or, where approved by HUD, the 40th percentile of the rental</p>	<p>SECTION 15-VI.C. PAYMENT STANDARD, UTILITY ALLOWANCE AND HAP CALCULATION</p> <p>Payment Standards</p> <p>DHA’s payment standard for manufactured homes is determined in accordance with 24 CFR 982.505 and is the payment standard used for DHA’s HCV program. It is based on the applicable FMR for the area in which the manufactured home space is located.</p>

Section	Current Language	New Language
	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.	The payment standard for the family is the lower of the family unit size (voucher size) or the payment standard for the number of bedrooms in the manufactured home.
SECTION 15-VI.C	<p>SECTION 15-VI.C. PAYMENT STANDARD, UTILITY ALLOWANCE AND HAP CALCULATION- Utility Allowance:</p> <p>Utility Allowance</p> <p>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.</p>	<p>SECTION 15-VI.C. PAYMENT STANDARD, UTILITY ALLOWANCE AND HAP CALCULATION- Utility Allowance:</p> <p>Utility Allowance</p> <p>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.</p> <p>If the amount of the monthly assistance payment for a family exceeds the monthly rent for the manufactured home space (including the owner’s monthly management and maintenance charges), the PHA may pay the remainder to the family, lender, or utility company.</p>
SECTION 15-VI.C	<p>SECTION 15-VI.C. PAYMENT STANDARD, UTILITY ALLOWANCE AND HAP CALCULATION- Space Rent</p> <p>Space Rent</p> <p>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.</p>	<p>SECTION 15-VI.C. PAYMENT STANDARD, UTILITY ALLOWANCE AND HAP CALCULATION- Space Rent</p> <p>Space Rent</p> <p>The rent for the manufactured home space (including other eligible housing expenses) is the total of:</p> <ul style="list-style-type: none"> ▪ The rent charged for the manufactured home space;

Section	Current Language	New Language
		<ul style="list-style-type: none"> ▪ Owner maintenance and management charges for the space; ▪ The monthly payments made by the family to amortize the cost of purchasing the manufactured home, including any required insurance and property taxes; and ▪ The applicable allowance for tenant-paid unities.
SECTION 15-VI.C	SECTION 15-VI.C. PAYMENT STANDARD, UTILITY ALLOWANCE AND HAP CALCULATION This is a new sub-section added to Chapter 15 that does not currently exist in the administrative plan.	SECTION 15-VI.C. PAYMENT STANDARD, UTILITY ALLOWANCE AND HAP CALCULATION Amortization Costs The monthly payment made by the family to amortize the cost of purchasing the manufactured home is the debt service established at the time of application to a lender for financing the purchase of the manufactured home if monthly payments are still being made. Any increase in debt service due to refinancing after purchase of the home may not be included in the amortization cost. Debt service for set-up charges incurred by a family may be included in the monthly amortization payments made by the family. In addition, set-up charges incurred before the family became an assisted family may be included in the amortization cost if monthly payments are still being made to amortize the charges.
SECTION 15-VI.C	SECTION 15-VI.C. PAYMENT STANDARD, UTILITY ALLOWANCE AND HAP CALCULATION- Housing Assistance Payment 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.	SECTION 15-VI.C. PAYMENT STANDARD, UTILITY ALLOWANCE AND HAP CALCULATION- Housing Assistance Payment 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 manufactured home space rent minus the TTP (including other eligible housing expenses).

Section	Current Language	New Language
<p>SECTION 15-VII.A</p>	<p>SECTION 15-VII.A. OVERVIEW</p> <p>There are two forms of homeownership assistance a PHA 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 DHA offers both forms of assistance, a family must choose which form of assistance to receive.</p>	<p>SECTION 15-VII.A. OVERVIEW</p> <p>There are two forms of homeownership described in the regulations: monthly homeownership assistance payments, and single down payment assistance grants. However, DHA may not offer down payment assistance until and unless funding is allocated by Congress. Since this has not yet happened, only monthly homeownership assistance may be offered.</p>
<p>SECTION 15-VII.G</p>	<p>SECTION 15-VII.G. HOME INSPECTIONS, CONTRACT OF SALE, AND PHA DISAPPROVAL OF SELLER</p> <p>Home Inspections</p> <p>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.</p> <p>Contract of Sale</p> <p>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.</p>	<p>SECTION 15-VII.G. HOME INSPECTIONS, CONTRACT OF SALE, AND PHA DISAPPROVAL OF SELLER</p> <p>Home Inspections</p> <p>DHA may not commence monthly homeownership assistance payments for a family until DHA has inspected the unit and has determined that the unit passes HQS.</p> <p>Contract of Sale</p> <p>Before commencement of monthly homeownership assistance payments 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.</p>

Section	Current Language	New Language
SECTION 16-III.C	<p>SECTION 16-III.C. INFORMAL HEARINGS FOR PARTICIPANTS- Scheduling and Informal Hearing</p> <p><u>DHA Policy</u></p> <p>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. 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.</p>	<p>SECTION 16-III.C. INFORMAL HEARINGS FOR PARTICIPANTS- Scheduling and Informal Hearing</p> <p><u>DHA Policy</u></p> <p>If the family does not appear within 20 minutes of 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. DHA will reschedule the hearing only if the family can show good cause, as defined by DHA, for the failure to appear, or if it is needed as a reasonable accommodation for a person with disabilities.</p>
SECTION 16-III.C	<p>SECTION 16-III.C. INFORMAL HEARINGS FOR PARTICIPANTS- Pre-Hearing Right to Discovery</p> <p><u>DHA Policy</u></p> <p>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</p> <p>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.</p>	<p>SECTION 16-III.C. INFORMAL HEARINGS FOR PARTICIPANTS- Pre-Hearing Right to Discovery</p> <p><u>DHA Policy</u></p> <p>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</p>

Section	Current Language	New Language
SECTION 16-III.D	<p>SECTION 16-III.D. HEARING AND APPEAL PROVISIONS FOR NON-CITIZENS – Representation and Interpretive Services</p> <p>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.</p>	<p>SECTION 16-III.D. HEARING AND APPEAL PROVISIONS FOR NON-CITIZENS – Representation and Interpretive Services</p> <p>The family is entitled to request an interpreter. Upon request, the PHA will provide competent interpretation services, free of charge.</p>
SECTION 16-IV.B.	<p>SECTION 16-IV.B. REPAYMENT POLICY – Repayment Agreement:</p> <p>Families who owe \$3,001.00 or more to DHA due to the family’s failure to report will be required to pay in a lump sum within 30 days. If the family pays the amount in full within the time period, DHA may continue assistance to the family. If the family fails to pay the amount in full, DHA will terminate the family’s assistance in accordance with its policies.</p>	<p>SECTION 16-IV.B. REPAYMENT POLICY – Repayment Agreement:</p> <p>This verbiage is being removed from the administrative plan.</p>
SECTION 16-IV.B.	<p>SECTION 16-IV.B. REPAYMENT POLICY – Payment Thresholds:</p> <p><u>DHA Policy</u></p> <p>Amounts that are between \$3,000 and the Federal or State threshold for criminal prosecution must be repaid within 36 months.</p> <p>Amounts between \$2,000 and \$2,999 must be repaid within 30 months.</p> <p>Amounts between \$1,000 and \$1,999 must be repaid within 24 months.</p>	<p>SECTION 16-IV.B. REPAYMENT POLICY – Payment Thresholds:</p> <p><u>DHA Policy</u></p> <p>Amounts that exceed \$3,000 must be repaid within 36 months.</p> <p>Amounts between \$2,000 and \$2,999 must be repaid within 30 months.</p> <p>Amounts between \$1,000 and \$1,999 must be repaid within 24 months.</p> <p>Amounts under \$1,000 must be repaid within 12 months.</p>

Section	Current Language	New Language
	Amounts under \$1,000 must be repaid within 12 months.	
SECTION 16-V.C	<p>SECTION 16-V.C. SEMAP INDICATORS</p> <ul style="list-style-type: none"> <input type="checkbox"/> This indicator shows whether DHA enters HAP contracts for the number of units or funding reserved under ACC for at least one year. <input type="checkbox"/> Points are based on the percent of units leased during the last completed DHA fiscal year, or the percent of allocated budget authority that has been expended by DHA, according to data from DHA’s last year-end operating statement that is recorded in HUD’s accounting system. 	<p>SECTION 16-V.C. SEMAP INDICATORS</p> <ul style="list-style-type: none"> <input type="checkbox"/> This indicator shows whether DHA enters HAP contracts for at least 98 percent of the number of DHA’s baseline voucher units in the ACC for the calendar year ending on or before DHA’s fiscal year, or whether DHA has expended at least 98 percent of its allocated budget authority for the same calendar year. DHA can receive 15 points if 95 to 97 percent of vouchers are leased or budget authority is utilized. <input type="checkbox"/> Points are based on utilization of vouchers and HAP expenditures as reported in the voucher management system (VMS) for the most recently completed calendar year.
SECTION 16-VII.B.	<p>SECTION 16-VII.B. REPORTING REQUIREMENT</p> <p><u>DHA Policy</u> 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.</p>	<p>SECTION 16-VII.B. REPORTING REQUIREMENT</p> <p><u>DHA Policy</u> Upon being notified of any child with environmental intervention blood lead levels, DHA will send this information to the public health department.</p> <p>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.</p>
SECTION 16-VII.C.	<p>SECTION 16-VII.C. DATA COLLECTION AND RECORD KEEPING:</p> <p>At least quarterly, DHA must attempt to obtain from the public health department(s) with a similar area of jurisdiction,</p>	<p>SECTION 16-VII.C. DATA COLLECTION AND RECORD KEEPING:</p> <p>At least quarterly, DHA must also report an updated list to the public health department, of the addresses of pre 1978 units, receiving assistance under the HCV program, where a child or children under the age of 6 years old resides.</p>

Section	Current Language	New Language
	<p>the names and/or addresses of children less than 6 years old with an identified environmental intervention blood lead level.</p> <p>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.</p> <p>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.</p> <p><u>DHA Policy</u></p> <p>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.</p>	<p>Upon the public health department receiving this quarterly report from DHA, the health department will cross reference this information with the names and addresses of environmental intervention blood lead level children. If a match occurs, the public health department will inform DHA, and DHA must carry out the notification, verification, and hazard reduction requirements discussed in Chapter 8, and the reporting requirement discussed above.</p>
<p>SECTION 16-IX.C</p>	<p>SECTION 16-IX.C. NOTIFICATION- Notification to Public</p> <p><u>DHA Policy</u> 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.</p>	<p>SECTION 16-IX.C. NOTIFICATION- Notification to Public</p> <p><u>DHA Policy</u> 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.</p> <p>A notice of occupancy rights under VAWA to housing choice voucher program</p>

Section	Current Language	New Language
	<ul style="list-style-type: none"> ▪ 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 <i>domestic violence</i>, <i>dating violence</i>, sexual assault and <i>stalking</i> 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, Sexual Assault 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 	<p>applicants and participants who are or have been victims of domestic violence, dating violence, or stalking (see Form HUD-5380, see Exhibit 16-1)</p> <ul style="list-style-type: none"> ▪ A copy of form HUD-5382, Certification of Domestic Violence, Dating Violence, Sexual Assault or Stalking and Alternate Documentation (see Exhibit 16-2) ▪ A copy of the PHA’s emergency transfer plan (Exhibit 16-3) ▪ A copy of HUD’s Emergency Transfer Request for Certain Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, Form HUD-5383 (Exhibit 16-4) <p>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</p>
SECTION 16-IX.C	SECTION 16-IX.C. NOTIFICATION- Notification to Program Applicants and Participants	SECTION 16-IX.C. NOTIFICATION- Notification to Program Applicants and Participants

Section	Current Language	New Language
	<p>The VAWA information provided to applicants and participants will consist of the notice in Exhibit 16-1 and a copy of form HUD-50066, Certification of Domestic Violence, Dating Violence, Sexual Assault and Stalking.</p>	<p>The VAWA information provided to applicants and participants will consist of the notices in Exhibits 16-1 and 16-2.</p>
<p>SECTION 16-IX.C</p>	<p>SECTION 16-IX.C. NOTIFICATION- Notification to Owners and Managers</p> <p>Notification to Owners and Managers</p> <p>DHA is required to notify owners and managers participating in the HCV program of their rights and obligations under VAWA.</p> <p><u>DHA Policy</u></p> <p>DHA will provide owners and managers with information about their rights and obligations under VAWA when they begin their participation in the HCV program and at least annually thereafter.</p> <p>The VAWA information provided to owners will consist of the notice in Exhibit 16-2 and a copy of form HUD-50066, Certification of Domestic Violence, Dating Violence, Sexual Assault and Stalking.</p>	<p>SECTION 16-IX.C. NOTIFICATION- Notification to Owners and Managers</p> <p>Notification to Owners and Managers</p> <p>DHA may elect to notify owners and managers of the HCV program of their rights and obligations under VAWA.</p> <p><u>DHA Policy</u></p> <p>DHA will provide owners and managers with information about their rights and obligations under VAWA when they begin their participation in the HCV program and at least annually thereafter.</p> <p>The VAWA information provided to owners will consist of the notice in Exhibit 16-5 and a copy of form HUD-5380, Notice of Occupancy Rights Under the Violence Against Women Act.</p>
<p>SECTION 16-IX.D</p>	<p>SECTION 16-IX.D. DOCUMENTATION</p> <p><u>DHA Policy</u> Conflicting Documentation [24 CFR 5.2007(e)]</p>	<p>SECTION 16-IX.D. DOCUMENTATION</p> <p><u>DHA Policy</u> Conflicting Documentation [24 CFR 5.2007(b)]</p>

Section	Current Language	New Language
	<p>In cases where DHA receives conflicting certification documents from two or more members of a household, each claiming to be a victim and naming one or more of the other petitioning household members as the perpetrator, DHA may determine which is the true victim by requiring each to provide acceptable third-party documentation, as described above (forms 2 and 3). DHA must honor any court orders issued to protect the victim or to address the distribution of property.</p> <p><u>DHA Policy</u></p> <p>If presented with conflicting certification documents (two or more forms HUD-50066) from members of the same household, DHA will attempt to determine which is the true victim by requiring each of them to provide third-party documentation in accordance with 24 CFR 5.2007(e) and by following any HUD guidance on how such determinations should be made.</p>	<p>In cases where DHA receives conflicting certification documents from two or more members of a household, each claiming to be a victim and naming one or more of the other petitioning household members as the perpetrator, DHA may determine which is the true victim by requiring each to provide acceptable third-party documentation, as described above (forms 2 and 3) within 30 calendar days of the date of the request for third-party documentation. DHA must honor any court orders issued to protect the victim or to address the distribution of property.</p> <p><u>DHA Policy</u></p> <p>If presented with conflicting certification documents (two or more forms HUD-5382) from members of the same household, DHA will attempt to determine which is the actual victim by requiring each of them to provide third-party documentation in accordance with 24 CFR 5.2007(e) and by following any HUD guidance on how such determinations should be made. The family will have 30 calendar days from the date of request by the PHA to provide this documentation.</p>
<p>SECTION 17-IA</p>	<p>SECTION 17-IA. OVERVIEW</p> <p>The project-based voucher (PBV) program allows a PHA that already administers 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]. A PHA may only operate a PBV program if doing so is consistent with the PHA’s Annual Plan and the goal of deconcentrating poverty and expanding housing and economic opportunities [42 U.S.C. 1437f(o)(13)].</p>	<p>SECTION 17-IA. OVERVIEW</p> <p>The project-based voucher (PBV) program allows a PHA that already administers a tenant-based voucher program under an annual contributions contract (ACC) with HUD to take up to 20 percent of its authorized units and attach the funding to specific units rather than using it for tenant-based assistance [24 CFR 983.6]. A PHA may only operate a PBV program if doing so is consistent with the PHA’s Annual Plan and the goal of deconcentrating poverty and expanding housing and economic opportunities [42 U.S.C. 1437f(o)(13)].</p> <p><u>DHA Policy</u></p>

Section	Current Language	New Language
	<p style="text-align: center;"><u>DHA Policy</u></p> <p>DHA will operate a project-based voucher program using up to 20 percent of its budget authority for project-based assistance.</p>	<p>DHA will operate a project-based voucher program using up to 20 percent of its authorized units for project-based assistance.</p>
<p>SECTION 17-IA</p>	<p>SECTION 17-IA. OVERVIEW</p> <p>These two sub-sections are completely new language to the administrative plan.</p>	<p>SECTION 17-IA. OVERVIEW</p> <p>Additional Project-Based Units [FR Notice 1/18/17]</p> <p>DHA may project-base an additional 10 percent of its units above the 20 percent program limit, if the units:</p> <ul style="list-style-type: none"> • Are specifically made available to house individuals and families that meet the definition of homeless under section 103 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11302). • Are specifically made available to house families that are comprised of or include a veteran. <i>Veteran</i> means an individual who has served in the United States Armed Forces. • Provide supportive housing to persons with disabilities or elderly persons as defined in 24 CFR 5.403. Supportive housing means that the project makes supportive services available for all of the assisted families in the project and provides a range of services tailored to the needs of the residents occupying such housing. These supportive services may include, but are not necessarily limited to: <ul style="list-style-type: none"> - After school programs - Youth leadership development programs - Training and job readiness programs

Section	Current Language	New Language
		<ul style="list-style-type: none"> - GED preparation and literacy - Case management - Personal finance and household budget counseling - Day care services to enable parents to work or attend school <p>The services need not be provided by the owner or on-site but must be reasonably available to the families receiving PBV assistance in the project. Individuals and families are not required to participate in the supportive services as a condition to living in the excepted unit. In addition, with the exception of an assisted living facility, the owner of a PBV project may not require the individual or family to pay charges for meals or supportive services, and non-payment of such charges by an individual or family shall not be grounds for termination of tenancy. In the case of assisted living facilities receiving PBV assistance, the owner may charge individuals or families for meals or supportive services. These charges may not be included in the rent to the owner or in the calculation of reasonable rent.</p> <ul style="list-style-type: none"> • Are located in a census tract with a poverty rate of 20 percent or less, as determined in the most recent American Community Survey Five-Year Estimates. <p><u>DHA Policy</u></p> <p>DHA will not set aside units above the 20 percent program limit.</p> <p>Units Not Subject to the PBV Program Limitation [FR Notice 1/18/17]</p> <p>PBV units under the RAD program and HUD-VASH PBV set-aside vouchers do not count toward the 20 percent limitation when PBV assistance is attached to them.</p> <p>In addition, units that were previously subject to certain federal rent restrictions or were</p>

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		<p>receiving another type of long-term housing subsidy provided by HUD are not subject to the cap. In order to be excepted, the unit must meet the following conditions:</p> <ul style="list-style-type: none"> • The unit must be covered under a PBV HAP contract that first became effective on or after 4/18/17; and • In the five years prior to the date the PHA either issued the RFP or selected the project, the unit either: <ul style="list-style-type: none"> - Received Public Housing Capital or Operating Funds, Project-Based Rental Assistance, Housing for Elderly (Section 202), Housing for Persons with Disabilities (section 811), Rent Supplement (Rent Supp), or Rental Assistance Program (RAP); or - The unit was subject to a rent restriction through a loan or insurance program as a result of Section 236, Section 221(d)(3) or (d)(4) BMIR, Housing for Elderly Persons (Section 202), or Housing for Persons with Disabilities (Section 811) <p>Units that have previously received either PBV or HCV assistance are not covered under the exception.</p> <p><u>DHA Policy</u></p> <p>DHA will not project-base any of the above unit types.</p>
SECTION 17-II.A	SECTION 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].	SECTION 17-II.A. OVERVIEW Unless otherwise authorized in this Administrative Plan, DHA must describe the procedures for owner submission of PBV proposals and for DHA selection of PBV proposals [24 CFR 983.51].

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<p>SECTION 17-II.B</p>	<p>SECTION 17-II.B. OWNER PROPOSAL SELECTION PROCEDURES</p> <p>This sub-section is completely new language to the administrative plan.</p>	<p>SECTION 17-II.B. OWNER PROPOSAL SELECTION PROCEDURES</p> <p>Units Selected Non-Competitively [FR Notice 1/18/17]</p> <p>For certain public housing projects where DHA has an ownership interest or control and will spend a minimum amount per unit on rehabilitation or construction, (as defined in FR Notice 1/18/17), DHA may select a project without following one of the two processes above (Request for PBV proposals and Selection Based on Previous Competition).</p> <p><u>DHA Policy</u></p> <p>DHA will not attach PBVs to projects owned by the PHA as described above.</p>
<p>SECTION 17-II.B</p>	<p>SECTION 17-II.B. OWNER PROPOSAL SELECTION PROCEDURES- DHA-Owned Units.</p> <p>DHA-owned Units [24 CFR 983.51(e), 983.59 and Notice PIH 2015-05]</p>	<p>SECTION 17-II.B. OWNER PROPOSAL SELECTION PROCEDURES- DHA-Owned Units.</p> <p>DHA-owned Units [24 CFR 983.51(e), 983.59; Notice PIH 2015-05 and FR Notice 1/18/17]</p>
<p>SECTION 17-II.F</p>	<p>SECTION 17-II.F. CAP ON NUMBER OF PBV UNITS IN EACH BUILDING</p> <p>25 Percent per Building Cap [24 CFR 983.56(a)]</p> <p>In general, a PHA may not select a proposal to provide PBV</p>	<p>SECTION 17-II.F. CAP ON NUMBER OF PBV UNITS IN EACH PROJECT</p> <p>25 Percent per Project Cap [24 CFR 983.56(a)]</p> <p>In general, a PHA may not select a proposal to provide PBV assistance for units in a project or enter into an agreement to enter into a HAP or a HAP contract to provide</p>

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	<p>assistance for units in a building or enter into an agreement to enter into a HAP 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.</p>	<p>PBV assistance for units in a project, if the total number of dwelling units in the project that will receive PBV assistance during the term of the PBV HAP contract is more than the greater of 25 units or 25 percent of the number of dwelling units (assisted or unassisted) in the project.</p>
<p>SECTION 17-II.F</p>	<p>SECTION 17-II.F. CAP ON NUMBER OF PBV UNITS IN EACH BUILDING - Exceptions to 25 Percent per Building Cap</p> <p>Exceptions to 25 Percent per Building Cap [24 CFR 983.56(b)]</p> <p>Exceptions are allowed and PBV units are not counted against the 25 percent per building cap if:</p> <ul style="list-style-type: none"> <input type="checkbox"/> The units are in a single-family building (one to four units); <input type="checkbox"/> The units are <i>excepted units</i> in a multifamily project because they are specifically made available for elderly and/or disabled families or families receiving supportive services (also known as <i>qualifying families</i>). <p>The PHA must include in the PHA’s 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</p>	<p>SECTION 17-II.F. CAP ON NUMBER OF PBV UNITS IN EACH PROJECT - Exceptions to 25 Percent per Project Cap</p> <p>Exceptions to 25 Percent per Project Cap</p> <p>Exceptions are allowed and PBV units are not counted against the 25 percent per project cap if:</p> <ul style="list-style-type: none"> <input type="checkbox"/> The units are exclusively for elderly families (as such term is defined in 24 CFR 5.403) <input type="checkbox"/> The units are for households eligible for supportive services available to all families receiving PBV assistance in the project <input type="checkbox"/> The project is located in a census tract with a poverty rate of 20 percent or less, as determined in the most recent American Community Survey Five-Year estimates <p>The Housing Opportunity Through Modernization Act of 2016 (HOTMA) eliminated the project cap exemption for projects that serve disabled families and modified the exception for supportive services. Projects where these caps were implemented prior to HOTMA may continue to use the former exemptions and may renew their HAP contracts under the old requirements, unless the PHA and</p>

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	<p>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 PHA 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.</p> <p>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 the PHA 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.</p> <p>The PHA 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. The PHA administrative plan must state the form and frequency of such monitoring.</p> <hr/> <p><u>DHA Policy</u></p> <p>DHA will not require families living in excepted units to receive supportive services. Therefore, excepted units will be limited to units in single-family buildings and those made available for elderly or disabled families receiving supportive services.</p> <hr/>	<p>owner mutually agree to change the conditions of the HAP contract to the new HOTMA requirements. However, this change may not be made if it would jeopardize an assisted family’s eligibility for continued assistance in the project.</p> <p>The PHA must include in the PHA’s 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. The project must make supportive services available to all families receiving PBV assistance in the project, but the family does not actually have to accept and receive supportive services for the exception to apply to the unit. It is not necessary that the services be provided at or by the project, if they are approved services, but must be reasonably available to families receiving PBV assistance at the project and designed to help families in the project achieve self-sufficiency or live in the community as independently as possible. A PHA may not require participation in the supportive service as a condition of living in the excepted unit, although such services may be offered.</p> <p>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 the PHA 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, although the family is no longer eligible for the service.</p> <hr/> <p><u>DHA Policy</u></p> <p>Excepted units will be limited to units for elderly families.</p> <hr/>

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<p>SECTION 17-II.F</p>	<p>SECTION 17-II.F. CAP ON NUMBER OF PBV UNITS IN EACH BUILDING</p>	<p>SECTION 17-II.F. CAP ON NUMBER OF PBV UNITS IN EACH BUILDING</p> <p>Projects not Subject to a Project Cap [FR Notice 1/18/17]</p> <p>PBV units that were previously subject to certain federal rent restrictions or receiving another type of long-term housing subsidy provided by HUD are exempt from the project cap. In other words, 100 percent of the units in these projects may receive PBV assistance. To qualify for the exception, the unit must:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Be covered by a PBV HAP contract that first became effective on or after 4/18/17; and <input type="checkbox"/> In the five years prior to the date the PHA either issued the RFP under which the project was selected or the PHA selected the project without competition, the unit met at least one of the two following conditions: <ul style="list-style-type: none"> - (1) The unit received Public Housing Capital or Operating Funds, Project-Based Rental Assistance, Housing for the Elderly, Housing for Persons with disabilities, the Rental Supplement program, Rental Assistance Program; or - (2) The unit was subject to a rent restriction as a result of one of the following HUD loans or insurance programs: Section 236, Section 221(d)(3) or (d)(4) BMIR, Housing for the Elderly, or Housing for Persons with Disabilities. - Units that were previously receiving PBV assistance are not covered by the exception. Both existing and rehabilitation units are eligible for this exception. Newly constructed units qualify if they meet the definition of <i>replacement unit</i> described in FR Notice 1/18/17.
<p>SECTION 17-III.D</p>	<p><u>DHA Policy</u></p> <p>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,</p>	<p>SECTION 17-III.D. INSPECTING UNITS- Pre-Selection Inspection</p> <p><u>DHA Policy</u></p> <p>DHA must examine the proposed site before the proposal selection date. If the units to be</p>

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	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.	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, unless the PHA has adopted a policy to enter into a HAP contract for units that fail the initial HQS inspection as a result of only non-life-threatening conditions.
SECTION 17-III.D	<p>SECTION 17-III.D. INSPECTING UNITS- Pre-HAP Contract Inspections</p> <p><u>DHA Policy</u></p> <p>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.</p>	<p>SECTION 17-III.D. INSPECTING UNITS- Pre-HAP Contract Inspections</p> <p><u>DHA Policy</u></p> <p>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, unless the PHA has adopted a policy to enter into a HAP contract for units that fail the initial HQS inspection as a result of only non-life-threatening conditions.</p> <p>DHA will not enter into a PBV HAP contract until all units that will be under contract fully comply with HQS.</p>
SECTION 17-V.B	<p>SECTION 17-V.B. HAP CONTRACT REQUIREMENTS- Term of HAP Contract</p> <p>Term of HAP Contract [24 CFR 983.205]</p> <p><u>DHA Policy</u></p> <p>DHA may enter into a HAP contract with an owner for an initial term of no less than one year and no more than 15 years for each contract unit. The length of the term of the HAP contract for any contract unit may not be less than one year, nor more than 15 years. In the case of PHA-owned units, the</p>	<p>SECTION 17-V.B. HAP CONTRACT REQUIREMENTS- Term of HAP Contract</p> <p>Term of HAP Contract [24 CFR 983.205; FR Notice 1/18/17]</p> <p><u>DHA Policy</u></p> <p>DHA may enter into a HAP contract with an owner for an initial term of no less than one year and no more than 20 years for each contract unit. The length of the term of the HAP contract for any contract unit may not be less than one year, nor more than 20 years. In the case of PHA-owned units, the term of the HAP contract must be agreed upon by the PHA and the independent entity approved by HUD [24 CFR 983.59(b)(2)]. The term of all PBV HAP contracts will be negotiated with the owner on a case-by-case</p>

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	<p>term of the HAP contract must be agreed upon by the PHA and the independent entity approved by HUD [24 CFR 983.59(b)(2)].</p> <p>The term of all PBV HAP contracts will be negotiated with the owner on a case-by-case basis.</p> <p>Within one year before expiration of the HAP contract, DHA may extend the term of the contract for an additional term of up to 15 years if DHA determines an extension is appropriate to continue providing affordable housing for low-income families. A HAP contract extension may not exceed 15 years. DHA may provide for multiple extensions; however, in no circumstances may such extensions exceed 15 years, cumulatively.</p>	<p>basis.</p> <p>Within one year before expiration of the HAP contract, DHA may extend the term of the contract for an additional term of up to 20 years if DHA determines an extension is appropriate to continue providing affordable housing for low-income families. A HAP contract extension may not exceed 20 years. DHA may provide for multiple extensions; however, in no circumstances may such extensions exceed 20 years, cumulatively.</p>
<p>SECTION 17-V.B</p>	<p>SECTION 17-V.B. HAP CONTRACT REQUIREMENTS- Termination by DHA</p> <p>Termination by DHA [24 CFR 983.205(c)]</p> <p>This is new language being added to the existing DHA Policy within this sub-section.</p>	<p>SECTION 17-V.B. HAP CONTRACT REQUIREMENTS- Termination by DHA</p> <p>Termination by DHA [24 CFR 983.205(c) ; FR Notice 1/18/17]</p> <p>In times of insufficient funding, HUD requires that PHAs first take all cost-saving measures prior to failing to make payments under existing PBV HAP contracts. The list of cost-savings measures is found in PIH Notice 2011-28.</p>
<p>SECTION 17-V.B</p>	<p>SECTION 17-V.B. HAP CONTRACT REQUIREMENTS- Statutory Notice Requirements: Contract Termination or Expiration</p> <p>Statutory Notice Requirements: Contract Termination or Expiration [24 CFR 983.206]</p> <p>This is new language being added to the existing DHA Policy within this sub-section.</p>	<p>SECTION 17-V.B. HAP CONTRACT REQUIREMENTS- Statutory Notice Requirements: Contract Termination or Expiration</p> <p>Statutory Notice Requirements: Contract Termination or Expiration [24 CFR 983.206; FR Notice 1/18/17]</p> <p><u>DHA Policy</u></p> <p>Upon termination or expiration of the contract, a family living at the property is entitled to receive a tenant-based voucher. Tenant-based assistance would not begin until the</p>

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		owner’s required notice period ends. DHA must provide the family with a voucher and the family must also be given the option by DHA and owner to remain in their unit with HCV tenant-based assistance as long as the unit complies with inspection and rent reasonableness requirements. The family must pay their total tenant payment (TTP) and any additional amount if the gross rent exceeds the applicable payment standard. The family has the right to remain in the project as long as the units are used for rental housing and are otherwise eligible for HCV assistance. The owner may not terminate the tenancy of a family that exercises its right to remain except for serious or repeated lease violations or other good cause. Families that receive a tenant-based voucher at the expiration or termination of the PBV HAP contract are not new admissions to the DHA HCV tenant-based program, and are not subject to income eligibility requirements or any other admission requirements. If the family chooses to remain in their unit with tenant-based assistance, the family may do so regardless of whether the family share would initially exceed 40 percent of the family’s adjusted monthly income.
SECTION 17-V.C.	SECTION 17-V.C. AMENDMENTS TO THE HAP CONTRACT- Addition of Contract Units Addition of Contract Units [24 CFR 983.206(b)] At the PHA’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 the PHA’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. <hr/> <u>DHA Policy</u> DHA will consider adding contract units to the HAP	SECTION 17-V.C. AMENDMENTS TO THE HAP CONTRACT- Addition of Contract Units Addition of Contract Units [FR Notice 1/18/17] The PHA and owner may amend the HAP contract to add additional PBV contract units in projects that already have a HAP contract without having to fulfill the selection requirements found at 24 CFR 983.51(b) for those additional PBV units, regardless of when the HAP contract was signed. The additional PBV units, however, are still subject to the PBV program cap and individual project caps. Prior to attaching additional units without competition, the PHA must submit to the local field office information outlined in FR Notice 1/18/17. The PHA must also detail in the administrative plan their intent to add PBV units and the rationale for adding units to the specific PBV project. <hr/> <u>DHA Policy</u> <input type="checkbox"/> DHA will not add contract units to a previously executed HAP contract.

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	<p>contract when DHA determines that additional housing is needed to serve eligible low-income families. Circumstances may include, but are not limited to:</p> <ul style="list-style-type: none"> <input type="checkbox"/> The local housing inventory is reduced due to a disaster (either due to loss of housing units, or an influx of displaced families); and <input type="checkbox"/> Voucher holders are having difficulty finding units that meet program requirements. 	
<p>SECTION 17-VI.D</p>	<p>SECTION 17-VI.D. SELECTION FROM THE WAITING LIST- Preferences</p> <p><u>DHA Policy</u></p> <hr/> <p>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.</p> <p>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</p>	<p>SECTION 17-VI.D. SELECTION FROM THE WAITING LIST- Preferences</p> <p><u>DHA Policy</u></p> <p>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.</p> <p>DHA may establish a selection preference for families who qualify for voluntary services, including disability-specific services, offered in conjunction with assisted units, provided that preference is consistent with the PHA plan. This preference must also be consistent with federal nondiscrimination laws, qualifications or eligibility criteria, including for voluntary services, and cannot be applied in a discriminatory manner. Any individual who is qualified for the services must be able to receive the preference, including qualified persons with disabilities, regardless of</p>

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	<p>individuals):</p> <ul style="list-style-type: none"> <input type="checkbox"/> With disabilities that significantly interfere with their ability to obtain and maintain themselves in housing; <input type="checkbox"/> Who, without appropriate supportive services, will not be able to obtain or maintain themselves in housing; and <input type="checkbox"/> For whom such services cannot be provided in a non-segregated setting. <p>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.</p> <p>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)].</p> <p>DHA will provide a selection preference when required by the regulation (e.g., eligible in-place families, qualifying families for “excepted units,”</p>	<p>disability type. [FR Notice 1/18/17].</p> <p>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.</p> <p>If DHA has projects with “excepted units” for elderly families or supportive services, DHA must give preference to such families when referring families to these units [24 CFR 983.261(b); FR Notice 1/18/17].</p> <p>DHA will provide a selection preference when required by the regulation (e.g., eligible in-place families, elderly families or units with supportive services, or mobility impaired persons for accessible units). DHA will not offer any additional preferences for the PBV program or for particular PBV projects or units.</p>

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	<p>mobility impaired persons for accessible units). DHA will not offer any additional preferences for the PBV program or for particular PBV projects or units.</p>	
<p>SECTION 17-VII.B</p>	<p>SECTION 17-VII.B. LEASE</p> <p>Non-Compliance with Supportive Services Requirement [24 CFR 983.257(c)]</p> <p>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.</p>	<p>SECTION 17-VII.B. LEASE</p> <p>This entire sub-section is being removed from the administrative plan.</p>
<p>SECTION 17-VII.D</p>	<p>SECTION 17-VII.D. EXCEPTIONS TO THE OCCUPANCY CAP</p> <p>The PHA 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]:</p> <ul style="list-style-type: none"> <input type="checkbox"/> In a single-family building; <input type="checkbox"/> Specifically made available for elderly and disabled families; or <input type="checkbox"/> Specifically made available for families receiving 	<p>SECTION 17-VII.D. EXCEPTIONS TO THE OCCUPANCY CAP</p> <p>The PHA may not pay housing assistance under a PBV HAP contract for more than the greater of 25 units or 25 percent of the number of dwelling units in a project:</p> <ul style="list-style-type: none"> <input type="checkbox"/> The units are exclusively for elderly families <input type="checkbox"/> The units are for households eligible for supportive services available to all families receiving PBV assistance in the project <input type="checkbox"/> The project is located in a census tract with a poverty rate of 20 percent or less, as determined in the most recent American Community Survey Five-Year estimates

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	<p>supportive services as defined by the PHA. At least one member must be receiving at least one qualifying supportive service.</p> <p>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 the PHA 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.</p> <p>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., a family that does not successfully complete its FSS contract of participation or supportive services requirements, or a family that is no longer elderly or disabled due to a change in family composition where DHA does not exercise discretion to allow the family to remain in the excepted unit), 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.</p> <p>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</p>	<p>The term “project” means a single building, multiple contiguous buildings or multiple buildings on contiguous parcels of land. The term “contiguous” includes adjacent to as well as touching along a boundary or a point.</p> <p>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 by the PHA 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. However, if the FSS family fails to successfully complete the FSS contract of participation or supportive services requirement and consequently is no longer eligible for the supportive services, the family must vacate the unit within a reasonable period of time established by the PHA, and the PHA shall cease paying HAP on behalf of the family.</p> <p>Further, when a family (or remaining members of a family) residing in an excepted unit no longer meets the criteria for a “qualifying family” because the family is no longer an elderly or disabled family due to a change in family composition, the PHA has the discretion to allow the family to remain in the excepted unit. If the PHA does not exercise this discretion, the family must vacate the unit within a reasonable period of time established by the PHA, and the PHA must cease paying housing assistance payments on behalf of the non-qualifying family.</p> <p>Individuals in units with supportive services who choose to no longer participate in a service or who no longer qualify for services they qualified for at the time of initial occupancy cannot subsequently be denied continued housing opportunity because of this changed circumstance. A PHA or owner cannot determine that a participant’s needs exceed the level of care offered by qualifying services or require that individuals be transitioned to different projects based on service needs.</p> <p>DHA may allow a family that initially qualified for occupancy of an excepted unit based</p>

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	<p>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.</p> <p>DHA may allow a family that initially qualified for occupancy of an excepted unit based on elderly or disabled family status to continue to reside in a unit, where through circumstances beyond the control of the family (e.g., death of the elderly or disabled family member or long-term or permanent hospitalization or nursing care), the elderly or disabled family member no longer resides in the unit. In this case, the unit may continue to be counted as an excepted unit for as long as the family resides in that unit. Once the family vacates the unit, in order to continue as an excepted unit under the HAP contract, the unit must be made available to and occupied by a qualified family.</p> <p><u>DHA Policy</u> DHA will allow families who initially qualified to live in an excepted unit to remain when circumstances change due to circumstances beyond the remaining family members' control. In all other cases, when DHA determines that a family no longer meets the criteria for a "qualifying family" in connection with the 25 percent per project cap exception, DHA will provide written notice to the family and owner within 10 business days of making the determination. The family will be given 30 days from the date of the notice to 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.</p>	<p>on elderly family status to continue to reside in a unit, where through circumstances beyond the control of the family (e.g., death of the elderly family member or long-term or permanent hospitalization or nursing care), the elderly family member no longer resides in the unit. In this case, the unit may continue to be counted as an excepted unit for as long as the family resides in that unit. Once the family vacates the unit, in order to continue as an excepted unit under the HAP contract, the unit must be made available to and occupied by a qualified family.</p> <p><u>DHA Policy</u> DHA will allow families who initially qualified to live in an excepted unit to remain when circumstances change due to circumstances beyond the remaining family members' control.</p> <p>In all other cases, DHA will provide written notice to the family and owner within 10 business days of making the determination. The family will be given 30 days from the date of the notice to 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.</p> <p>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.</p>

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	<p>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.</p> <p>DHA may refer other eligible families to the excepted units. However, if there are no eligible families on the waiting list and the owner does not refer eligible families to DHA, DHA will amend the HAP contract to reduce the total number of units under contract.</p>	
<p>SECTION 17-VIII.B</p>	<p>SECTION 17-VIII.B. RENT LIMITS</p> <p>This is a new sub-section and DHA Policy that has been added to this chapter.</p>	<p>SECTION 17-VIII.B. RENT LIMITS</p> <p>Use of Small Area FMRs (SAFMRs) [24 CFR 888.113(h)]</p> <p>Small Area Fair Market Rents (SAFMR) do not apply to PBV projects regardless of whether HUD designates the metropolitan area or approves DHA for SAFMR. The following exceptions apply:</p> <p>(1) Where DHA’s notice of owner selection was made on or before the effective dates of both the SAFMR designation and the approval date of this section by the DHA Board, DHA and the owner may mutually agree to apply the SAFMR. The application of the SAFMRs must be prospective and consistent with this plan. The owner and DHA may not subsequently choose to revert back to the use of the metropolitan-wide Fair Market Rents (FMR) for the PBV project. If the rent to owner will increase as a result of the mutual agreement to apply the SAFMRs to the PBV project, the rent increase shall not be effective until the first annual anniversary of the HAP contract.</p> <p>(2) Where the DHA’s notice of owner selection was made after the effective dates of both the SAFMR designation and the approval date of this section by the DHA Board, the SAFMR shall apply to the PBV project if this plan provides that SAFMRs are used for all future PBV projects. If DHA chooses to implement this policy, the policy must apply to all future PBV projects and DHA’s entire jurisdiction. An owner and DHA may</p>

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		<p>not subsequently choose to apply the metropolitan area FMR to the project, regardless of whether DHA subsequently changes this plan to revert to the use of metropolitan-wide FMR for future PBV projects.</p> <p><u>DHA Policy</u></p> <p>DHA will not apply SAFMRs to its PBV program.</p>
<p>SECTION 17-VIII.C</p>	<p>SECTION 17-VIII.C. REASONABLE RENT- When Rent Reasonable Determinations are Required</p> <hr/> <p><u>DHA Policy</u></p> <p>DHA must re-determine the reasonable rent for a unit receiving PBV assistance whenever any of the following occur:</p> <ul style="list-style-type: none"> <input type="checkbox"/> 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; <hr/>	<p>SECTION 17-VIII.C. REASONABLE RENT- When Rent Reasonable Determinations are Required</p> <hr/> <p><u>DHA Policy</u></p> <p>DHA must re-determine the reasonable rent for a unit receiving PBV assistance whenever any of the following occur:</p> <ul style="list-style-type: none"> <input type="checkbox"/> There is a ten 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; <hr/>