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A Commitment to Quality Living

HCV Administrative Plan
Summary Chart of Proposed Changes

Section	Current Language	New Language
SECTION 1-III.B	SECTION 1-III.B CONTENTS OF THE PLAN The process for establishing and revising voucher payment standard (Chapter 16).	SECTION 1-III.B CONTENTS OF THE PLAN 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)
SECTION 2-II.I	SECTION 2-II.I. DENIAL OR TERMINATION OF ASSISTANCE 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.	SECTION 2-II.I. DENIAL OR TERMINATION OF ASSISTANCE 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.
SECTION 3-II.A.	SECTION 3-II.A. INCOME ELIGIBILITY AND TARGETING: Using Income Limits for Eligibility [24 CFR 982.201] <u>DHA Policy:</u> DHA will consider a family to be continuously	SECTION 3-II.A. INCOME ELIGIBILITY AND TARGETING: Using Income Limits for Eligibility [24 CFR 982.201] <u>DHA Policy:</u> DHA will consider a family to be continuously assisted if the family was

Section	Current Language	New Language
	assisted if the family was leasing a unit under any 1937 Housing Act program at the time they were issued a voucher by DHA.	leasing a unit under any 1937 Housing Act program at the time they were selected from DHA’s HCV waiting list.
SECTION 3-I.E.	SECTION 3-I.E. STUDENTS ENROLLED IN INSTITUTIONS OF HIGHER EDUCATION [24 CFR 5.612 and FR Notice 4/10/06]	SECTION 3-I.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-I.E.	<p>SECTION 3-I.E. STUDENTS ENROLLED IN INSTITUTIONS OF HIGHER EDUCATION: Independent Student</p> <p><u>DHA Policy:</u> In accordance with HUD regulations (24 CFR 5.612), no assistance shall be provided to any individual who:</p> <ul style="list-style-type: none"> (1) Is enrolled as a student at an institution of higher education; (2) Is under the age of 24; (3) Is not a veteran of the United States military; (4) Is unmarried; (5) Does not have a dependent child (6) Is not a person with disabilities; AND 	<p>SECTION 3-I.E. STUDENTS ENROLLED IN INSTITUTIONS OF HIGHER EDUCATION: Independent Student</p> <p><u>DHA Policy:</u> To be considered an independent student according to the Department of Education, a student must meet one or more of the following criteria:</p> <ul style="list-style-type: none"> (1) The individual is at least 24 years old by December 31 of the award year for which aid is sought; (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; (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; (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;

Section	Current Language	New Language
	<p>(7) Is not otherwise eligible or whose parents, individually or jointly, are not eligible to receive assistance based on their income</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, or as unaccompanied, at risk of homelessness, and self-supporting by:</p> <ul style="list-style-type: none"> ▪ A local educational agency homeless liaison ▪ 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 <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</p>	<p>SECTION 3-II.E. STUDENTS ENROLLED IN INSTITUTIONS OF HIGHER EDUCATION:</p> <p><i>Vulnerable Youth</i> <u>DHA Policy</u> A <i>vulnerable youth</i> is an individual who meets the U.S. Department of</p>

Section	Current Language	New Language
	plan.	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: <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, or as unaccompanied, at risk of homelessness, and self-supporting by: <ul style="list-style-type: none"> ○ A local educational agency homeless liaison ○ 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
SECTION 3-III.G.	<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>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>

Section	Current Language	New Language
	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-50066. DHA will request in writing that an applicant wishing to claim protection under VAWA notify DHA within 10 business days.	
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.A	<p>SECTION 6-III.A. OVERVIEW OF RENT AND SUBSIDY CALCULATIONS: Utility Reimbursement</p> <p><u>DHA Policy:</u> DHA may make all utility reimbursement payments to qualifying families on a monthly basis or may make quarterly payments when the monthly reimbursement amount is \$15.00 or less. Reimbursements must be made once per calendar-year quarter and must be prorated if the family leaves the program in advance of its next quarterly reimbursement. DHA must also adopt hardship policies for families for whom receiving quarterly reimbursement would create a financial hardship.</p>	<p>SECTION 6-III.A. OVERVIEW OF RENT AND SUBSIDY CALCULATIONS: Utility Reimbursement</p> <p><u>DHA Policy:</u> DHA will pay all utility reimbursement payments directly to the utility provider.</p>
SECTION 6-	SECTION 6-III.C. APPLYING PAYMENT	SECTION 6-III.C. APPLYING PAYMENT STANDARDS: Overview

Section	Current Language	New Language
III.C.	STANDARDS: Overview 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.	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.
SECTION 6-III.C	SECTION 6-III.C. APPLYING PAYMENT STANDARDS: Decreases If the amount on the payment standard schedule is decreased during the term of the HAP contract, the lower payment standard generally will be used beginning at the effective date of the family’s second regular reexamination following the effective date of the decrease in the payment standard. DHA will determine the payment standard for the family as follows: Step 1: At the first regular reexamination following the decrease in the payment standard, DHA will determine the payment standard for the family using the lower of the payment standard for the family unit size or the size of the dwelling unit rented by the family. Step 2: DHA will compare the payment standard from step 1 to the payment standard last used to calculate the monthly housing assistance payment for the family. The payment standard used by DHA at the first regular reexamination following the decrease in the payment standard will be the	SECTION 6-III.C. APPLYING PAYMENT STANDARDS: Decreases 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]. 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). 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 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

Section	Current Language	New Language
	<p>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>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> 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 	<p>SECTION 7-II.E. VERIFICATION OF STUDENT STATUS: Independent Student</p> <p><u>DHA Policy</u> 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 <i>independent student</i> (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

Section	Current Language	New Language
	student, even if the amount of support is \$0.	<i>vulnerable youth</i> (see section 3-II.E)
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	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

Section	Current Language	New Language
	some or all assisted units. DHA still has the option to inspect every unit annually. See Section 8-II.G for further details.	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]
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> 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 	<p>SECTION 8-I.C.: LIFE THREATENING CONDITIONS [24 CFR 982.404(a); FR Notice 1/18/17]</p> <p><u>DHA Policy</u> 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

Section	Current Language	New Language
	<p>possibility of injury</p> <ul style="list-style-type: none"> ▪ Obstacles that prevent safe entrance or exit from the unit ▪ Absence of a functioning toilet in the unit ▪ Inoperable smoke detectors 	<ul style="list-style-type: none"> ▪ 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 ▪ 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

Section	Current Language	New Language
		<ul style="list-style-type: none"> ▪ A non-vented space heater is present ▪ 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>At least quarterly, DHA must attempt to obtain from the public health department(s) with a similar area of jurisdiction, the names and/or addresses of children less than 6 years old with an identified environmental intervention blood lead level.</p> <p>If DHA obtains names and addresses of environmental intervention blood lead level children from the public health department(s), DHA</p>

Section	Current Language	New Language
		<p>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> The public health department(s) previously 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 has not provided such a report. DHA will make contact with the public health department to revisit this matter, and will begin providing this report should the public health department agree with receiving it.</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</p>	<p>SECTION 8-II.B. INITIAL HQS INSPECTION [24 CFR 982.401(a)]</p> <p>Initial Inspections [FR Notice 1/18/17]</p>

Section	Current Language	New Language
	<p>the DHA Policy therein were not previously a part of the current administrative plan.</p> <p>This new language is being added.</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> <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>SECTION 8-II.C. ANNUAL/BIENNIAL HQS INSPECTIONS</p> <p><u>DHA Policy</u></p>

Section	Current Language	New Language
	<p><u>DHA Policy</u> 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 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>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 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>
<p>SECTION 8-II.D</p>	<p>SECTION 8-II.D. SPECIAL INSPECTIONS</p> <p>The definition of a special inspection was not previously a part of this section.</p> <p><u>DHA Policy</u> During a special inspection, DHA generally will inspect only those deficiencies that were reported. However, the inspector will record any additional HQS deficiencies that are observed and will require the responsible party to make the necessary repairs.</p> <p>If the annual inspection has been scheduled or is due within 90 days of the date the special inspection is scheduled DHA may elect to conduct a full annual inspection.</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><u>DHA Policy</u> DHA will do its best to schedule and conduct special inspections as quickly as possible after the complaint/request is received from the participant or the owner. During a special inspection, DHA generally will inspect only those deficiencies that were reported. However, the inspector will record any additional HQS deficiencies that are observed and will require the responsible party to make the necessary repairs.</p> <p>If the annual inspection has been scheduled or is due within 90 days of the date the special inspection is scheduled DHA may elect to conduct a full annual inspection.</p>

Section	Current Language	New Language
<p>SECTION 8-II.F</p>	<p>SECTION 8-II.F. INSPECTION RESULTS AND REINSPECTIONS FOR UNITS UNDER HAP CONTRACT- Self Certification</p> <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>SECTION 8-II.F. INSPECTION RESULTS AND REINSPECTIONS FOR UNITS UNDER HAP CONTRACT- Self Certification</p> <p><u>DHA Policy</u> 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: 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>

Section	Current Language	New Language
<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 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.).</p>
<p>SECTION 9-I.H</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 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>
<p>CHAPTER 10</p>	<p>CHAPTER 10: MOVING WITH CONTINUED ASSISTANCE AND PORTABILITY</p> <p>This is new verbiage being added to the</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</p>

Section	Current Language	New Language
	Introductory Section of Chapter 10 (this language does not currently exist in the administrative plan).	<p>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 portability to other jurisdictions that currently administer a HOPWA program.</p>
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 	<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

Section	Current Language	New Language
	<p>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> <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.</p>	<p>required by regulations at 24 CFR 5.2007(e).</p> <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>
<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</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</p>

Section	Current Language	New Language
	<p>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>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 (see section 4-III.D).</p>
<p>SECTION 10-II.B</p>	<p>SECTION 10-II.B. INITIAL PHA ROLE: Briefing:</p> <p><u>DHA Policy</u></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</p>

Section	Current Language	New Language
	<p>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>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>
<p>SECTION 10-II.B</p>	<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 reports that the family is under HAP contract and the receiving PHA cannot absorb the family, the initial PHA must accept a late billing</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>submission; however, it may report to HUD the receiving PHA's failure to comply with the deadline.</p> <p><u>DHA Policy</u> 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> 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>
<p>SECTION 10-II.B</p>	<p>SECTION 10-II.B. INITIAL PHA ROLE: Monthly Billing and Payments</p> <p><u>DHA Policy</u> 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> 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>
<p>SECTION 10-II.B</p>	<p>SECTION 10-II.B. INITIAL PHA ROLE: Annual Updates of HUD Form 50058</p>	<p>SECTION 10-II.B. INITIAL PHA ROLE: Annual Updates of HUD Form 50058</p>

Section	Current Language	New Language
	<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>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>
<p>SECTION 10-II.C</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)].</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>
<p>SECTION 10-II.C</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)].</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</p>

Section	Current Language	New Language
		days from the new expiration date of the initial PHA’s voucher.
<p>SECTION 10-II.C</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 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> 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>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 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> DHA will send its initial billing notice by fax or e-mail, if necessary, to meet the billing deadline but will also send the notice by regular mail. If the receiving PHA fails to send the initial billing 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>

Section	Current Language	New Language
SECTION 10-II.C	<p>SECTION 10-II.C. RECEIVING PHA ROLE- Annual Re-examination:</p> <p><u>DHA Policy</u> 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> 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 10-II.C	<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>
SECTION 10-II.C	<p>SECTION 10-II.C. RECEIVING PHA ROLE- Absorbing a Portable Family</p> <p>Absorbing a Portable Family The receiving PHA may absorb an incoming</p>	<p>SECTION 10-II.C. RECEIVING PHA ROLE- Absorbing a Portable Family</p> <p>Absorbing a Portable Family The receiving PHA may absorb an incoming portable family into its own</p>

Section	Current Language	New Language
	<p>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 2012-42]</p> <p style="text-align: center;"><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>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 style="text-align: center;"><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, but no later than 10 business days following the effective date of the termination of the billing arrangement.</p>
SECTION 11-I.E	SECTION 11-I.E. DETERMINING ONGOING ELIGIBILITY OF CERTAIN STUDENTS:	SECTION 11-I.E. DETERMINING ONGOING ELIGIBILITY OF CERTAIN STUDENTS:

Section	Current Language	New Language
	<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, 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</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 <i>vulnerable youth</i> 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> <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>

Section	Current Language	New Language
	<p>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>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>SECTION 11-II.C</p>	<p>SECTION 11-II.C. CHANGES AFFECTING INCOME OR EXPENSES - Family-Initiated Interim Re-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>SECTION 11-II.C. CHANGES AFFECTING INCOME OR EXPENSES - Family-Initiated Interim Re-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 30 days of the date the change takes effect.</p>
<p>SECTION 11-III.B</p>	<p>SECTION 11-III.B. CHANGES IN PAYMENT STANDARDS AND UTILITY ALLOWANCES- Payment Standards</p> <p>If the payment standard amount has <i>decreased</i>, the</p>	<p>SECTION 11-III.B. CHANGES IN PAYMENT STANDARDS AND UTILITY ALLOWANCES- Payment Standards</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</p>

Section	Current Language	New Language
	decreased payment standard will be applied at the <i>second annual</i> reexamination following the effective date of the decrease in the payment standard.	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>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-ILF</p>	<p>SECTION 12-ILF. 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</p>	<p>SECTION 12-ILF. 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-</p>

Section	Current Language	New Language
	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.	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.
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>The Example Chart was not a part of the current administrative plan; it is being added.</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> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <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> </div>
CHAPTER 15: PART VI	PART VI: MANUFACTURED HOMES [24 CFR 982.620 through 982.624]	PART VI: MANUFACTURED HOMES [24 CFR 982.620 through 982.624 ; FR Notice 1/18/17]
SECTION 15-VI.A.	SECTION 15-VI.A. OVERVIEW	SECTION 15-VI.A. OVERVIEW

Section	Current Language	New Language
	<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>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 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 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.</p>	<p>SECTION 15-VI.C. PAYMENT STANDARD, UTILITY ALLOWANCE AND HAP CALCULATION</p> <p>Payment Standards 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. 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.</p>
<p>SECTION 15-VI.C</p>	<p>SECTION 15-VI.C. PAYMENT STANDARD, UTILITY ALLOWANCE AND HAP CALCULATION- Utility Allowance:</p> <p>Utility Allowance DHA must establish utility allowances for manufactured home space rental. For the first 12 months of the initial lease term only, the allowance must include an amount for a utility hook-up</p>	<p>SECTION 15-VI.C. PAYMENT STANDARD, UTILITY ALLOWANCE AND HAP CALCULATION- Utility Allowance:</p> <p>Utility Allowance DHA must establish utility allowances for manufactured home space rental. For the first 12 months of the initial lease term only, the allowance must include an amount for a utility hook-up charge if the family actually incurred a hook-up charge because of a move. This allowance will not be given to a family that leases in place. Utility allowances for manufactured</p>

Section	Current Language	New Language
	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.	home space must not include the costs of digging a well or installing a septic system. 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.
SECTION 15-VI.C	<p>SECTION 15-VI.C. PAYMENT STANDARD, UTILITY ALLOWANCE AND HAP CALCULATION- Space Rent</p> <p>Space Rent The space rent is the sum of the rent to the owner for the manufactured home space, any charges for maintenance and management provided by the owner, and the utility allowance for tenant-paid utilities.</p>	<p>SECTION 15-VI.C. PAYMENT STANDARD, UTILITY ALLOWANCE AND HAP CALCULATION- Space Rent</p> <p>Space Rent 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; ▪ 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	<p>SECTION 15-VI.C. PAYMENT STANDARD, UTILITY ALLOWANCE AND HAP CALCULATION</p> <p>This is a new sub-section added to Chapter 15 that does not currently exist in the administrative plan.</p>	<p>SECTION 15-VI.C. PAYMENT STANDARD, UTILITY ALLOWANCE AND HAP CALCULATION</p> <p>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</p>

Section	Current Language	New Language
		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 15-VII.A	SECTION 15-VII.A. OVERVIEW 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.	SECTION 15-VII.A. OVERVIEW 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.
SECTION 15-VII.G	SECTION 15-VII.G. HOME INSPECTIONS, CONTRACT OF SALE, AND PHA DISAPPROVAL OF SELLER	SECTION 15-VII.G. HOME INSPECTIONS, CONTRACT OF SALE, AND PHA DISAPPROVAL OF SELLER Home Inspections

Section	Current Language	New Language
	<p>Home Inspections DHA may not commence monthly homeownership assistance payments or provide down payment assistance grants for a family until DHA has inspected the unit and has determined that the unit passes HQS.</p> <p>Contract of Sale Before commencement of monthly homeownership assistance payments or receipt of a down payment assistance grant, a member or members of the family must enter into a contract of sale with the seller of the unit to be acquired by the family. The family must give DHA a copy of the contract of sale.</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 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 16-III.C	<p>SECTION 16-III.C. INFORMAL HEARINGS FOR PARTICIPANTS- Scheduling and Informal Hearing</p> <p><u>DHA Policy</u> 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.</p>	<p>SECTION 16-III.C. INFORMAL HEARINGS FOR PARTICIPANTS- Scheduling and Informal Hearing</p> <p><u>DHA Policy</u> 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.</p>
SECTION 16-III.C	<p>SECTION 16-III.C. INFORMAL HEARINGS FOR PARTICIPANTS- Pre-Hearing Right to Discovery</p>	<p>SECTION 16-III.C. INFORMAL HEARINGS FOR PARTICIPANTS- Pre-Hearing Right to Discovery</p> <p><u>DHA Policy</u></p>

Section	Current Language	New Language
	<p><u>DHA Policy</u> 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>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>SECTION 16-III.D</p>	<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>
<p>SECTION 16-IV.B.</p>	<p>SECTION 16-IV.B. REPAYMENT POLICY:</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</p>	<p>SECTION 16-IV.B. REPAYMENT POLICY:</p> <p>This verbiage is being removed from the administrative plan.</p>

Section	Current Language	New Language
	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.	
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-IX.C	<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</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>

Section	Current Language	New Language
	<p>available to anyone who requests it.</p> <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) 	<p>A notice of occupancy rights under VAWA to housing choice voucher program 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	Current Language	New Language
	<ul style="list-style-type: none"> ▪ Contact information for local victim advocacy groups or service providers 	
<p>SECTION 16-IX.C</p>	<p>SECTION 16-IX.C. NOTIFICATION- Notification to Program Applicants and Participants</p> <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>SECTION 16-IX.C. NOTIFICATION- Notification to Program Applicants and Participants</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 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</p>	<p>SECTION 16-IX.C. NOTIFICATION- Notification to Owners and Managers</p> <p>Notification to Owners and Managers</p> <p>While DHA is no longer required by regulation to notify owners and managers participating in the HCV program of their rights and obligations under VAWA, DHA may still choose to inform them.</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-5382, Certification</p>

Section	Current Language	New Language
	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.	of Domestic Violence, Dating Violence, Sexual Assault and Stalking and Alternate Documentation.
SECTION 16-IX.D	<p>SECTION 16-IX.D. DOCUMENTATION</p> <p><u>DHA Policy</u> Conflicting Documentation [24 CFR 5.2007(e)] 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>SECTION 16-IX.D. DOCUMENTATION</p> <p><u>DHA Policy</u> Conflicting Documentation [24 CFR 5.2007(e)] 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 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. The family will have 30 calendar days from the date of request by the PHA to provide this documentation.</p>

Section	Current Language	New Language
<p>SECTION 17-I.A</p>	<p>SECTION 17-I.A. 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> <hr/> <p><u>DHA Policy</u> DHA will operate a project-based voucher program using up to 20 percent of its budget authority for project-based assistance.</p>	<p>SECTION 17-I.A. 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> <hr/> <p><u>DHA Policy</u> 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-I.A</p>	<p>SECTION 17-I.A. OVERVIEW</p> <p>These two sub-sections are completely new language to the administrative plan.</p>	<p>SECTION 17-I.A. 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).

Section	Current Language	New Language
		<ul style="list-style-type: none"> • 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. • 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> 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] 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. In addition, units that were previously subject to certain federal rent restrictions or were 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)

Section	Current Language	New Language
		<p>BMIR, Housing for Elderly Persons (Section 202), or Housing for Persons with Disabilities (Section 811) Units that have previously received either PBV or HCV assistance are not covered under the exception.</p> <p><u>DHA Policy</u> 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 With certain exceptions , 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.B	SECTION 17-II.B. OWNER PROPOSAL SELECTION PROCEDURES This sub-section is completely new language to the administrative plan.	SECTION 17-II.B. OWNER PROPOSAL SELECTION PROCEDURES Units Selected Non-Competitively [FR Notice 1/18/17] 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, DHA may select a project without following one of the two processes above. <u>DHA Policy</u> DHA will not attach PBVs to projects owned by the PHA as described above.
SECTION 17-II.B	SECTION 17-II.B. OWNER PROPOSAL SELECTION PROCEDURES- DHA-Owned Units.	SECTION 17-II.B. OWNER PROPOSAL SELECTION PROCEDURES- DHA-Owned Units.

Section	Current Language	New Language
	<p>DHA-owned Units [24 CFR 983.51(e), 983.59 and Notice PIH 2015-05]</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 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>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 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 the greater of 25 units or 25 percent of the number of dwelling units (assisted or unassisted) in the building.</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 	<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</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 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

Section	Current Language	New Language
	<p>building (one to four units);</p> <ul style="list-style-type: none"> □ 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 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</p>	<ul style="list-style-type: none"> □ project □ 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 owner agree to change the conditions of the HAP contract. 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.</p> <p style="text-align: center;"><u>DHA Policy</u></p>

Section	Current Language	New Language
	<p>services requirement. The PHA administrative plan must state the form and frequency of such monitoring.</p> <hr/> <p><u>DHA Policy</u> 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><u>Excepted units will be limited to units for elderly families.</u></p>
<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] 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"> - The unit received Public Housing Capital or Operating Funds, Project-Based Rental Assistance, Housing for the Elderly (Section 303), Housing for Persons with disabilities (Section 811), the Rental Supplement program,

Section	Current Language	New Language
		<ul style="list-style-type: none"> - 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 (Section 202), or Housing for Persons with Disabilities (Section 811) <p>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> <p><u>DHA Policy</u> DHA does not have any PBV units that are subject to the per project cap exception.</p>
<p>SECTION 17-III.D</p>	<p><u>DHA Policy</u> DHA must examine the proposed site before the proposal selection date. If the units to be assisted already exist, DHA must inspect all the units before the proposal selection date, and must determine whether the units substantially comply with HQS. To qualify as existing housing, units must substantially comply with HQS on the proposal selection date. However, DHA may not execute the HAP contract until the units fully comply with HQS.</p>	<p>SECTION 17-III.D. INSPECTING UNITS- Pre-Selection Inspection</p> <p><u>DHA Policy</u> DHA must examine the proposed site before the proposal selection date. If the units to be assisted already exist, DHA must inspect all the units before the proposal selection date, and must determine whether the units substantially comply with HQS. To qualify as existing housing, units must substantially comply with HQS on the proposal selection date. However, DHA may not execute the HAP contract until the units fully comply with HQS, 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>SECTION 17-III.D</p>	<p>SECTION 17-III.D. INSPECTING UNITS- Pre-HAP Contract Inspections</p> <p><u>DHA Policy</u> 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</p>	<p>SECTION 17-III.D. INSPECTING UNITS- Pre-HAP Contract Inspections</p> <p><u>DHA Policy</u> 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</p>

Section	Current Language	New Language
	unit fully complies with HQS.	HAP contract for units that fail the initial HQS inspection as a result of only non-life-threatening conditions. DHA will not enter into a PBV HAP contract until all units that will be under contract fully comply with HQS.
SECTION 17-V.B	<p>SECTION 17-V.B. HAP CONTRACT REQUIREMENTS- Execution of the HAP Contract</p> <hr/> <p><u>DHA Policy</u> DHA may not enter into a HAP contract until each contract unit has been inspected and DHA has determined that the unit complies with the Housing Quality Standards (HQS). For existing housing, the HAP contract must be executed promptly after DHA selects the owner proposal and inspects the housing units. For newly constructed or rehabilitated housing the HAP contract must be executed after DHA has inspected the completed units and has determined that the units have been completed in accordance with the agreement to enter into HAP, and the owner furnishes all required evidence of completion.</p> <hr/>	<p>SECTION 17-V.B. HAP CONTRACT REQUIREMENTS- Execution of the HAP Contract</p> <hr/> <p><u>DHA Policy</u> DHA may not enter into a HAP contract until each contract unit has been inspected and DHA has determined that the unit complies with the Housing Quality Standards (HQS), 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. For existing housing, the HAP contract must be executed promptly after DHA selects the owner proposal and inspects the housing units. For newly constructed or rehabilitated housing the HAP contract must be executed after DHA has inspected the completed units and has determined that the units have been completed in accordance with the agreement to enter into HAP, and the owner furnishes all required evidence of completion.</p> <hr/>
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> <hr/> <p><u>DHA Policy</u> DHA may enter into a HAP contract with an</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> <hr/> <p><u>DHA Policy</u> DHA may enter into a HAP contract with an owner for an initial term of no</p>

Section	Current Language	New Language
	<p>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 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. 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>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)].</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 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.</p>
<p>SECTION 17-V.B</p>	<p>SECTION 17-V.B. HAP CONTRACT REQUIREMENTS- Statutory Notice Requirements: Contract Termination or Expiration</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</p>

Section	Current Language	New Language
	<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>[24 CFR 983.206; FR Notice 1/18/17]</p> <p><u>DHA Policy</u> 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 owner’s required notice period ends. The PHA must provide the family with a voucher and the family must also be given the option by the PHA 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 PHA 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.</p>
<p>SECTION 17-V.C.</p>	<p>SECTION 17-V.C. AMENDMENTS TO THE HAP CONTRACT- Addition of Contract Units</p> <p>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</p>	<p>SECTION 17-V.C. AMENDMENTS TO THE HAP CONTRACT- Addition of Contract Units</p> <p>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</p>

Section	Current Language	New Language
	<p>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.</p> <p><u>DHA Policy</u> DHA will consider adding contract units to the HAP contract when DHA determines that additional housing is needed to serve eligible low-income families. Circumstances may include, but are not limited to:</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>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.</p> <p><u>DHA Policy</u> <input type="checkbox"/> DHA will not add contract units to the HAP contract.</p>
<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</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</p>

Section	Current Language	New Language
	<p>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 individuals):</p> <ul style="list-style-type: none"> □ With disabilities that significantly interfere with their ability to obtain and maintain themselves in housing; □ Who, without appropriate supportive services, will not be able to obtain or maintain themselves in housing; and □ For whom such services cannot be provided in a non-segregated setting. <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</p>	<p>services, offered in conjunction with assisted units, provided that preference is consistent with the PHA plan. DHA may not, however, grant a preference to a person with a specific disability [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>

Section	Current Language	New Language
	<p>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,” mobility impaired persons for accessible units). DHA will not offer any additional preferences for the PBV program or for <u>particular PBV projects or units.</u></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</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 the greater of 25 units or 25 percent of the number of dwelling</p>

Section	Current Language	New Language
	<p>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 supportive services as defined by the PHA. At least one member must be receiving at least one qualifying supportive service. <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>units in a building unless:</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 <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. However, if the FSS family fails to successfully complete the FSS contract of participation or supportive services objective 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 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. 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</p>

Section	Current Language	New Language
	<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 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></p> <p>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, when DHA determines that a family no longer meets the criteria for a</p>	<p>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 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></p> <p>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>

Section	Current Language	New Language
	<p>“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>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)] While small area FMRs (SAFMRs) do not apply to PBV projects, PHAs that operate a tenant-based program under SAFMRs (either by HUD-designation or because the PHA requested HUD approval to use SAFMRs) may apply SAFMRs to all future PBV HAP contracts. If DHA adopts this policy, it must apply to all future PBV projects and DHA’s entire jurisdiction. DHA and owner may not subsequently choose to revert back to use of the FMRs once the SAFMRs have been adopted, even if DHA</p>

Section	Current Language	New Language
		<p>subsequently changes its policy. Further, DHA may apply SAFMRs to current PBV projects where the notice of owner selection was made on or before the effective dates of both the SAFMR designation and DHA administrative plan policy, provided the owner is willing to mutually agree to doing so and the application is prospective. DHA and owner may not subsequently choose to revert back to use of the FMRs once the SAFMRs have been adopted, even if dHA subsequently changes its policy. If rents increase as a result of the use of SAFMRs, the rent increase may not be effective until the first anniversary of the HAP contract.</p> <p><u>DHA Policy</u> DHA will not apply SAFMRs to its PBV program.</p>
SECTION 17-VIII.C	SECTION 17-VIII.C. REASONABLE RENT- When Rent Reasonable Determinations are Required <hr/> <p><u>DHA Policy</u> 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/>	SECTION 17-VIII.C. REASONABLE RENT- When Rent Reasonable Determinations are Required <hr/> <p><u>DHA Policy</u> 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/>

