2026

ARIZONA BEHAVIORAL HEALTH CORPORATION

Mainstream Section 8 Program Administrative Plan

ABC Housing Agency

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2 PROGRAM ADMINISTRATION

2.1 FAIR HOUSING

It is the policy of the ABC Housing Agency to comply fully with all Federal, State, and local nondiscrimination laws; the Americans with Disabilities Act; and the U. S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity.

No person shall, on the grounds of race, color, sex, religion, national or ethnic origin, familial status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the ABC Housing Agency housing programs.

No inquiries shall be made about a person's sexual orientation, gender identity, or marital status. However, the ABC Housing Agency may inquire about a person's sex in order to determine the number of bedrooms a household may be eligible for under the occupancy standards or to accurately complete HUD's 50058.

To further its commitment to full compliance with applicable Civil Rights laws, the ABC Housing Agency will provide Federal/State/local information to applicants for and participants in the Mainstream Section 8 Housing Choice Voucher Program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. Such information will be made available with the application, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made available at the ABC Housing Agency office. In addition, all appropriate written information and advertisements will contain the appropriate Equal Opportunity language and logo.

The ABC Housing Agency will assist any family that believes they have suffered illegal discrimination by providing them copies of the housing discrimination form. The ABC Housing Agency will also assist them in completing the form, if requested, and will provide them with the address of the nearest HUD Office of Fair Housing and Equal Opportunity.

The ABC Housing Agency will keep records of all complaints, investigations, notices and corrective actions for five years.

2.2 REASONABLE ACCOMMODATION

Sometimes people with disabilities may need a reasonable accommodation to take full advantage of the ABC Housing Agency Mainstream Section 8 program. When such accommodations are granted, they do not confer special treatment or advantage for the person

with a disability; rather, they make the program accessible to them in a way that would otherwise not be possible due to their disability.

This policy clarifies how applicants and program participants can request accommodations and the guidelines The ABC Housing Agency will follow in determining whether it is reasonable to provide a requested accommodation.

Because disabilities are not always apparent, The ABC Housing Agency will ensure that all applicants and program participants are aware of the opportunity to request reasonable accommodations.

Requests for reasonable accommodation may be made by applicants and program participants at any time. Requests may also be made by a person designated by the applicant, tenant or program participant to request the accommodation on their behalf.

2.2.1 IMPORTANT DEFINITIONS

Person with a disability as defined by the Fair Housing Act for the purpose of reasonable accommodation is a person with a physical or mental impairment that substantially limits one or more major life activities, has a record of such an impairment, or is regarded as having such an impairment. (The disability may not be apparent to others, i.e., a heart condition.)

Reasonable accommodation is a change, modification, alteration or adaptation in policy, procedure, practice, program, or facility that is necessary for an individual with a disability to have an opportunity to participate in, and benefit from, a program or activity.

Reasonable modification is a structural change made to existing premises necessary for a qualified individual with a disability to have the opportunity to participate in, and benefit from, a program or activity. This structural change does not necessarily imply that the entire unit will be modified to conform to the Uniform Federal Accessibility Standards (UFAS); the “modified” feature itself may not conform to the UFAS. Instead, the unit will be made “usable” to allow the qualified individual with a disability to have opportunity to participate in, and benefit from a program or activity.

Applicant is a family that has applied for admission to a program but is not yet a participant in the program.

Tenant is the person or persons (other than a live-in aide) who executes the lease as lessee of the dwelling unit.

Participant is family that has been admitted to the Section 8 Housing Choice Voucher program and is currently assisted in the program. The family becomes a participant on the effective date of the first HAP contract executed by The ABC Housing Agency for the family (first day of initial lease).

A live-in aide is defined in 24 CFR § 5.403, which states that a live-in aide is a person who resides with one or more elderly persons, near-elderly persons or persons with disabilities and who is:

1. Determined to be essential to the care and well-being of the persons,
2. Is not obligated for the support of the persons, and
3. Would not be living in the unit except to provide the necessary supportive services.

A live-in aide is not a member of the assisted family and is not entitled to the Voucher as a remaining member of a family.

Occasional, intermittent, multiple or rotating care givers who do not typically reside in the unit do not qualify as live-in aides.

2.2.2 COMMUNICATION

Information about requesting a reasonable accommodation is available on the HOM Inc website (https://www.hominc.com/form-central/) and is communicated to applicants and participants throughout the relationship with ABC Housing Agency.

Information about requesting a reasonable accommodation will be included with:

1. The program application;
2. Notifications of reexamination, inspection, an appointment, or eviction or termination; and
3. Any notification requesting action by the applicant or participant.

All decisions granting or denying requests for a reasonable accommodation will be in writing.

2.2.2.1 APPLICANTS

Persons with disabilities who require a reasonable accommodation in completing a pre-application or application may call the ABC Housing Agency or its representative to make

special arrangements to complete their application. A Telecommunication Device for the Deaf (TDD) is available for the deaf. The TDD telephone number is 1-800-842-4681.

2.2.3 QUESTIONS ASKED IN GRANTING THE ACCOMMODATION

1. Is the requestor a person with disabilities?

    a. If the disability is apparent or already documented, the answer to this question is yes. It is possible that the disability for which the accommodation is being requested is a disability other than the apparent disability. If the disability is not apparent or documented, The ABC Housing Agency will obtain verification that the person requesting the accommodation is a person with a disability.

2. Is the requested accommodation related to the disability?

    a. If it is apparent that the request is related to the apparent or documented disability, the answer to this question is yes. If it is not apparent, The ABC Housing Agency will obtain documentation that the requested accommodation is needed due to the disability. The ABC Housing Agency will not inquire as to the nature of the disability.

3. Is the requested accommodation reasonable?

    a. To be determined reasonable, the accommodation must meet two criteria:

        i. Must not constitute a fundamental alteration to The ABC Housing Agency business. The ABC Housing Agency's business is housing. If the request would alter the fundamental business that The ABC Housing Agency conducts, that would not be reasonable. For example, The ABC Housing Agency would deny a request to have The ABC Housing Agency do grocery shopping for a person with disabilities.

        ii. Must not create an undue hardship. Frequently the requested accommodation costs little or nothing. If the cost would be an undue burden, The ABC Housing Agency may request a meeting with the individual to investigate and consider equally effective alternatives.

    Generally, the individual knows best what it is he or she needs; however, The ABC Housing Agency retains the right to be shown how the requested accommodation enables the individual to access or use The ABC Housing Agency's programs or services.

    If more than one accommodation is equally effective in providing access to The ABC Housing Agency programs and services, The ABC Housing Agency retains the right to select the most efficient or economic choice.

4. Does the accommodation enable the participant or tenant to materially violate essential lease terms or family obligations?

    a. Any request for an accommodation that would enable to materially violate essential lease terms or program requirements will not be approved. Examples include allowing nonpayment of rent, destruction of property, disturbing the peaceful enjoyment of others, etc.

2.2.4 Reasonable Modification to a Dwelling Unit

If a participant requests, as a reasonable accommodation, that he or she be permitted to make physical modifications to their dwelling unit, at their own expense, the request should be made to the property owner/manager. The ABC Housing Agency does not have responsibility for the owner's unit and does not have responsibility to make the unit accessible. The ABC Housing Agency may, however, grant a higher payment standard for units where property owners make physical modifications for persons with disabilities so long as the payment standard does not exceed 110% of FMRs.

2.2.5 Verification of Need for a Reasonable Accommodation

The ABC Housing Agency may request documentation to verify that the person requesting an accommodation/modification is an eligible person with a disability and has a disability-related need for the requested accommodation. The ABC Housing Agency will request only the documentation that is necessary to verify that the person requesting an accommodation is a person with a disability and has a disability-related need for the requested accommodation. The ABC Housing Agency will not request information regarding the individual's disability, medical records, or information that is not related to the disability or the need for an accommodation.

The ABC accepts verification that an individual qualifies as an individual with a disability and has the need for the requested accommodations from physicians and licensed health care professionals.

2.2.6 Live-in Aide Requests

The ABC Housing Agency will approve a live-in aide, and may provide for an extra bedroom for that live-in aide as a reasonable accommodation to make the program accessible to and usable by a family member with a disability. A health care provider must document the need for a live-in aide.

The live-in aide must be identified by the family and approved by The ABC Housing Agency prior to approval of an additional bedroom. The ABC Housing Agency will not approve an additional

bedroom or larger unit for an unidentified live-in aide. The ABC Housing Agency will disapprove a particular person as a live-in aide if s/he has:

1. Committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;
2. Committed drug-related criminal activity or violent criminal activity; or
3. Currently owes rent or other amounts to The ABC Housing Agency or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act.

2.2.7 Denial of Reasonable Accommodation Request

Requested accommodations will not be approved if one of the following would occur as a result of the approval:

1. A violation of an applicable law,
2. A fundamental alteration in the nature of The ABC Housing Agency program,
3. An undue financial and administrative burden to The ABC Housing Agency,
4. A structurally impracticable alteration,
5. An individual is not a qualified individual with a disability, or
6. Verification of the need for a disability-related accommodation does not support the need for the requested accommodation.

The ABC Housing Agency may offer an alternate accommodation, if one is available, to meet the needs of the requestor. If an alternate is accepted by the requestor, they will be required to document their acceptance.

If the request for accommodation is denied, the applicant, tenant, or representative will be notified in writing of the reasons for denial. The notification of the denial will provide the applicant or tenant/participant with information regarding The ABC Housing Agency Informal Review and Hearing Procedures.

An applicant or program participant may also, at any time, exercise his or her right to appeal a The ABC Housing Agency decision through HUD or the United States Department of Justice.

2.3 Services for Limited English Proficiency Persons

The ABC Housing Agency will do its best, within reason, to assist people with Limited English Proficiency (LEP). This will be accomplished by assessing the need of LEP persons using the four

factors described in the January 22, 2007 Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons; Notice published in the Federal Register. The ABC Housing Agency will balance these factors in deciding what to do:

1. The number or proportion of LEP persons served or encountered in the eligible service area;
2. The Frequency with which LEP individuals come in contact with the program;
3. The nature and importance of the program, activity, or service provided by the program; and
4. The resources available to the Housing Agency and costs.

Depending upon what this analysis reveals, the ABC Housing Agency may or may not prepare a Language Access Plan (LAP). If a LAP is needed, the guidance outlined in the above reference Notice will be utilized.

In addition, the ABC Housing Agency will endeavor to have bilingual staff or access to people who speak languages other than English.

2.4 FAMILY OUTREACH

The ABC Housing Agency will publicize the availability and nature of the Section 8 Program for extremely low-income and very low families through postings to social media, notices to disability organizations, and other housing authorities. When the waiting list will be opened and/or closed, outreach will also be conducted through a newspaper of general circulation, minority media, and by other suitable means.

The ABC Housing Agency will communicate the status of program availability to other service providers in the community and advise them of housing eligibility factors and guidelines so that they can make proper referral of their clients to the program.

2.5 OWNER OUTREACH

The ABC Housing Agency will hold briefings for owners who participate in or who are seeking information about the Section 8 Program. The briefings are intended to:

1. Explain how the program works;
2. Explain how the program benefits owners;

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3. Explain owners' responsibilities (including lead-based paint) under the program. Emphasis is placed on quality screening and ways the ABC Housing Agency helps owners do better screening; and

4. Provide an opportunity for owners to ask questions, obtain written materials, and meet ABC Housing Agency staff.

The ABC Housing Agency will particularly encourage owners of suitable units located outside of low-income or minority concentration areas and owners of accessible units to attend. Targeted mailing lists will be developed and announcements mailed.

2.6 RIGHT TO PRIVACY

All adult members of both applicant and participant households are required to annually sign HUD Form 9886, *Authorization for Release of Information and Privacy Act Notice.* The *Authorization for Release of Information and Privacy Act Notice* states how family information will be released and includes the *Federal Privacy Act Statement*.

Any request for applicant or participant information will not be released unless there is a signed release of information request from the applicant or participant.

The ABC Housing Agency's practices and procedures are designed to safeguard the privacy of applicants and program participants in compliance with PIH Notice 2015-16 and any ensuing publications. All applicant and participant files are stored in a secure location that is accessible to authorized staff only. The ABC Housing Agency educates its employees who have access to sensitive and other personally identifiable information to ensure this information is appropriately managed, safeguarded, and disposed of.

2.7 POSTINGS

The ABC Housing Agency will post the following information online:

1. The Administrative Plan.

2. Notice of the status of the waiting list (opened or closed)

3. Address of all ABC Housing Agency offices, office hours, telephone numbers, TDD numbers, and hours of operation

4. Income Limits for Admission

The following information will be posted in each of its offices in a conspicuous place and at a height easily read by all persons including persons with mobility disabilities:

1. Fair Housing Poster
2. Equal Opportunity in Employment Poster

2.8 ADMINISTRATIVE FEE RESERVE (24 CFR 982.155)

The ABC Housing Agency must maintain an administrative fee reserve to pay administrative expenses in excess of administrative fees paid by HUD. It may be necessary for the ABC Housing Agency to utilize the administrative fee reserve to meet unforeseen or extraordinary expenditures or for other housing related purposes consistent with federal and State law.

The ABC Housing Agency Board of Commissioners authorizes the Executive Director expend without prior Board approval up to $10,000 for authorized expenditures not included in the approved budget. Any item(s) exceeding $10,000 will require prior Board of Commissioner approval before any charge is made against the Section 8 Administrative Fee Reserve.

2.9 INTELLECTUAL PROPERTY RIGHTS

The ABC Housing Agency will not utilize program receipts to indemnify contractors or subcontractors of the ABC Housing Agency against costs associated with any judgment of infringement of intellectual property rights.

2.10 QUALITY CONTROL

To maintain the appropriate quality standards for the Section 8 program, the ABC Housing Agency will at least annually review files and records to determine if the work documented in the files or records conforms to program requirements. This review will be conducted by a supervisor or another qualified person other than the person originally responsible for the work or someone subordinate to that person. The number of files and/or records checked will be at least equal to the number specified in the Section 8 Management Assessment Program (SEMAP) for the ABC Housing Agency. At a minimum, the following will be reviewed:

1. Selection from the waiting list;
2. Rent reasonableness determination;
3. Appropriate calculation of tenant rent payment including determination of adjusted income;
4. Utility allowance schedule;
5. Proper NSPIRE inspections;
6. NSPIRE deficiency follow up, including the appropriateness and timeliness of repairs; and

7. Expanding housing opportunities outside areas of poverty or minority concentration.

If significant error(s) are found during a quality control review:

1. Appropriate training will be immediately conducted for the person or persons who made the error(s); and
2. The error(s) will be corrected by the person who made the error(s).

2.11 CORE VALUES AND ETHICAL STANDARDS

This Code of Conduct establishes standards for employee and Commissioner conduct that will assure the highest level of public service. Recognizing that compliance with any ethical standards rests primarily on personal integrity and specifically in this situation with the integrity of the employees and Commissioners of the ABC Housing Agency, this Section sets forth those acts or omissions of acts that could be deemed injurious to the general mission of the Authority.

This Code of Conduct is not intended, nor should it be construed, as an attempt to unreasonably intrude upon the individual employee or Commissioner's right to privacy and the right to participate freely in a democratic society and economy.

2.11.1 CONFLICT OF INTEREST

In accordance with 24 CFR 982.161, neither the ABC Housing Agency nor any of its contractors or subcontractors may enter into any contract or arrangement in connection with the tenant-based programs in which any of the following classes of persons has any interest, direct or indirect, during his or her tenure with the ABC Housing Agency or for one year thereafter:

1. Any present or former member or officer of the ABC Housing Agency (except a participant commissioner);
2. Any employee of the ABC Housing Agency or any contractor, subcontractor or agent of the ABC Housing Agency who formulates policy or who influences decisions with respect to the programs;
3. Any public official, member of a governing body, or State or local legislator who exercises functions or responsibilities with respect to the ABC Housing Agency's programs; or
4. Any member of the Congress of the United States.

Any member of the classes described above must disclose their interest or prospective interest to the ABC Housing Agency and HUD.

The Conflict of Interest prohibition under this section may be waived by the HUD Field Office upon the request of the ABC Housing Agency for good cause.

2.11.2 Solicitation or Acceptance of Gifts

No ABC Housing Agency Commissioner or employee shall solicit any gift or consideration of any kind, nor shall any ABC Housing Agency employee accept or receive a gift having value in excess of $25.00 regardless of the form of the gift, from any person who has an interest in any matter proposed or pending before the ABC Housing Agency.

2.11.3 Disciplinary Remedies

Violations of this Code of Conduct Policy will result in disciplinary action as outlined in the ABC Housing Agency's Personnel Policy or as determined by action of the Board of Commissioners.

2.12 Support for Armed Forces

Whenever the Federal Government activates Reserve and/or National Guard personnel, the ABC Housing Agency will provide the following support:

1. If a family finds it necessary for another adult to temporarily move into a unit solely to serve as a temporary guardian for children residing in the unit, the income received by the temporary guardian will not be counted in determining family income, and:
    a. The presence of the temporary guardian must be approved by the landlord;
    b. The background check of the temporary guardian may occur after the temporary guardian moves into the assisted unit. If the results of the background check find the temporary guardian ineligible, the family will be given reasonable time to find a replacement temporary guardian.
2. Expeditiously reevaluate the family's portion of the rent if requested to do so.
3. If all members of the family are temporarily absent for less than 180 consecutive calendar days, the family can retain control of the unit by paying the required rent and returning to the unit within 30 calendar days of the conclusion of the active-duty service.
4. If all members of the family are temporarily absent for more than 180 consecutive days, seek a waiver of the 180-calendar day limit from HUD.

2.13 COST SAVINGS MEASURES

It may be necessary to reduce costs and address any financial shortfall of the Section 8 program. When deciding what measures may be taken, the ABC Housing Agency will provide for public input, consider the amount of funding available, attempt to assist the maximum number of eligible people while maintaining the fiscal integrity of the program, and endeavor to protect elderly and disabled families from losing assistance. The ABC Housing Agency may implement one or more measures with the approval of the Board of Commissioners and if necessary, HUD:

1. Ensure Reasonable Rents. Reexamine rent reasonableness for all, a sample of, or targeted units participating in the program. If a unit fails the rent reasonable test, the owner must reduce the rent to the reasonable amount after receiving appropriate notice or the HAP contract will be terminated. If the HAP contract is terminated for this reason, the family will be issued a new voucher to find another unit.
2. Voluntary Rent Reduction. Request landlords voluntarily reduce rents.
3. Revise Utility Allowances. Reexamine and revise utility allowances. Either place the new utility allowance schedule into effect after a thirty-day notice or at participant's next reexaminations. If necessary, seek a HUD waiver to allow for not adjusting utility allowances annually or if there is a utility rate increase of 10% or more.
4. Stop Portability Absorption. Bill all vouchers porting into the ABC Housing Agency jurisdiction to the issuing housing authority.
5. Stop Voucher Issuance. No new vouchers will be issued to applicants and outstanding vouchers will be pulled back for applicants that are searching and do not have executed HAP contracts.
6. Subsidy Standards/Occupancy Standards. Use the minimum subsidy standard to determine voucher size. Reexamine subsidy standards and reduce unit sizes program wide to ensure families have the appropriate size unit.
7. Payment Standards. Payment standards may be lowered for all or some unit sizes. Lower payment standards apply immediately for new admissions, participants moving from one unit to another, and participants staying in place who require a new HAP contract. In extraordinary circumstances, seek HUD waiver to 1) reduce the payment standard for participants staying in place without a new lease, and/or 2) allow more than 40% of program participants to pay more than 30% of monthly adjusted income for rent.
8. Portability and Moves within the ABC Housing Agency Jurisdiction. After notifying the local HUD field office 1) deny portability moves to a higher cost area unless the receiving

housing authority agrees to absorb the family, and/or 2) deny the right of a participant to move within the ABC Housing Agency jurisdiction to an area with a higher payment standard.

9. Termination of Assistance. As a last resort, terminate participant vouchers, except those held by elderly and disabled families, starting with Zero HAP subsidy families and ending with families with the highest HAP subsidy.

If it becomes necessary for the ABC Housing Agency to terminate vouchers, terminated families will be reinstated onto the program as soon as fiscally and practically feasible. When reinstating families, families will be reinstated starting with families with the highest HAP subsidies and ending with families with the lowest HAP subsidy.

2.14 ANTI-FRAUD POLICY

The ABC Housing Agency is fully committed to combating fraud in its Section 8 housing program. It defines fraud as a single act or pattern of actions that include false statements, the omission of information, or the concealment of a substantive fact made with the intention of deceiving or misleading the ABC Housing Agency. It results in the inappropriate expenditure of public funds and/or a violation of Section 8 requirements. The two most common types of fraud are failure to fully report all sources of income and failure to accurately report who is residing in the residence. The ABC Housing Agency will attempt to prevent all cases of fraud.

When a fraudulent action is discovered, the ABC Housing Agency will take one or more of the following actions:

1. Require the resident to immediately repay the amount in question,
2. Require the resident to enter into a satisfactory repayment agreement,
3. Terminate the resident's rental assistance,
4. Refer the case for criminal prosecution, or
5. Take such other action as the ABC Housing Agency deems appropriate.

2.15 COMPLAINTS

The ABC Housing Agency will investigate and respond to complaints by participant families, owners, and the general public. The ABC Housing Agency may require that complaints other than NSPIRE violations be put in writing. Anonymous complaints are investigated whenever possible.

3 ABC Housing Agency, Owner and Family Responsibilities/Obligations

3.1 ABC Housing Agency Responsibilities

It is the responsibility of the ABC Housing Agency to comply with the consolidated annual Contributions Contract (ACC), the application, HUD regulations and other requirements and this Administrative Plan. In administering the program, the ABC Housing Agency will:

1. Publish and disseminate information about the program.
2. Explain the program to owners and families, including owner and family rights and responsibilities under the Violence Against Women Act (Chapter 15).
3. Seek expanded opportunities for assisted families to locate suitable housing outside areas of poverty or racial concentration.
4. Encourage owners to make units available for leasing, including suitable units outside areas of poverty or racial concentration.
5. Affirmatively further fair housing and comply with equal opportunity requirements.
6. Make efforts to help people with disabilities find satisfactory housing.
7. Establish and adjust the ABC Housing Agency utility allowance.
8. Conduct informal reviews of certain ABC Housing Agency decisions concerning applicants for participation in the program (Chapter 16).
9. Conduct informal hearings on certain ABC Housing Agency decisions concerning participant families (Chapter 17).
10. Provide sound financial management of the program, including engaging an independent public accountant to conduct audits.
11. Receive applications from families, determine eligibility, maintain the waiting list, select applicants, issue a housing choice voucher to each selected family, and provide housing information to selected families.
12. Determine who can live in the assisted unit at admission and during the family's participation in the program.
13. Obtain and verify evidence of citizenship and eligible immigration status in accordance with 24 CFR part 5.
14. Review the family's request for approval of the tenancy and the owner/landlord lease, including the HUD prescribed tenancy addendum.

15. Inspect the unit for compliance with Housing Quality Standards and Lead-based Paint compliance before the assisted occupancy begins and at least annually during the assisted tenancy.
16. Determine the amount of the family's housing assistance payment.
17. Examine and verify family income, size and composition at admission and at least annually during the family's participation in the program.
18. Determine whether to terminate assistance to a participant family for violation of family obligations.
19. Determine the maximum rent to the owner and whether the rent is reasonable.
20. Make timely housing assistance payments to an owner in accordance with the HAP contract.
21. Administer and enforce the housing assistance payments contract with an owner, including taking appropriate action if the owner defaults.

3.2 OWNER RESPONSIBILITIES

The owner is responsible for:

1. Performing all of the owner's obligations under and complying with the Housing Assistance Payment Contract (HAP) and the lease.
2. Performing all management and rental functions for the assisted unit, including selecting a voucher holder to lease the unit, and deciding if the family is suitable for tenancy of the unit (screening the tenant).
3. Maintaining the unit in accordance with NSPIRE and Lead-based Paint Requirements, including performance of ordinary and extraordinary maintenance.
4. Notifying the ABC Housing Agency of a family's violation of NSPIRE.
5. Notifying the ABC Housing Agency when any person(s) not on the initial lease or approved by the ABC Housing Agency is residing in the unit.
6. Complying with fair housing and equal opportunity requirements.
7. Preparing and furnishing to the ABC Housing Agency information required under the HAP contract.
8. Collecting from the family:
    a. Any security deposit required under the lease;

b. The tenant contribution (the part of rent not covered by the housing assistance payment);

c. Any charges for unit damage by the family.

9. Entering into a lease and enforcing tenant obligations under the lease.
10. Including in the lease clauses that provide for owner termination of tenancy as described in termination of the lease by the owner.
11. Paying for utilities and services not paid by the family under the lease.
12. Notifying the ABC Housing Agency of family absence from the unit beyond thirty (30) calendar days.
13. Immediately notifying the ABC Housing Agency when a family vacates the unit without proper notice. Failure to do so may result in reimbursement of HAP to the ABC Housing Agency by the Owner.
14. Complying with 24 CFR 100.203 regarding provisions on modifications to a dwelling unit occupied or to be occupied by a handicapped person.

3.3 OBLIGATIONS OF THE FAMILY/PARTICIPANT

The family/participant is responsible for:

1. Supplying true and complete information, including:

   a. Any information that the ABC Housing Agency or HUD determines is necessary in the administration of the program, including but not limited to evidence of citizenship or eligible immigration status, any requested certification, release or other documentation;

   b. Any information requested by the ABC Housing Agency or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition;

   c. Social Security Numbers for all household members; and

   d. Signed consent forms for obtaining information.

2. Keeping appointments.
3. Correcting any NSPIRE breach caused by the family or its guests (§982.404).
4. Allowing ABC Housing Agency Inspection at reasonable times and after notice according to state law.

5. Not committing any serious or repeated violation of the lease.
6. Notifying the ABC Housing Agency and the owner before moving out of the unit or terminating the lease.
7. Promptly providing a copy of any owner eviction notice to the ABC Housing Agency.
8. Use and Occupancy of the Unit.
    a. Using the assisted unit as the family's only residence.
    b. Informing the ABC Housing Agency within ten (10) business days of the birth, adoption or court-awarded custody of a child.
    c. Requesting approval from the ABC Housing Agency to add any other family member, foster child, foster adult, or live-in aide as an occupant of the unit.
        i. The ABC Housing Agency must determine initial eligibility before admission to the program and will notify the family and the owner of the decision to add the family member to the lease, or to allow residence by a foster child, foster adult, or live-in aide.
    d. Notifying the ABC Housing Agency within thirty (30) business days if any family member no longer resides in the unit.
    e. Engaging in profit-making activities in the unit only if those activities are incidental to the use of the unit as a primary residence of the family. Any business uses of the unit must comply with the lease, zoning requirements, and the affected household member must obtain all appropriate licenses.
    f. Not subleasing or subletting the unit.
    g. Not assigning the lease or transferring the unit.
9. Absence from the Unit.
    a. Promptly notifying the ABC Housing Agency of the family's absence from the unit and supplying any information or other certification requested by the ABC Housing Agency to verify that the family is absent from the unit but has not moved out.
    b. The family may be absent from the unit for up to thirty (30) calendar days. Any family absent for more than thirty (30) calendar days without authorization will be terminated from the program.
        i. Absence means that no member of the family is residing in the unit.

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ii. The family must seek approval from the Owner in writing and also request authorization from the ABC Housing Agency for absences exceeding thirty (30) calendar days. The ABC Housing Agency will respond to the request within five (5) business days.

iii. An authorized absence may not exceed 180 calendar days.

iv. Authorized absences may include, but are not limited to:

1. Prolonged hospitalization.
2. Absences beyond the control of the family (i.e., death in the family, other family member illness).
3. Other absences that are deemed necessary by the ABC Housing Agency.

10. Not leasing a unit in which the family has an ownership, except for owners of manufactured housing renting the manufactured home space.
11. Not committing fraud, bribery or other corrupt or criminal acts in connection with the program are prohibited.
12. The members of the household may not engage in drug-related criminal activity, violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.
13. The members of the household must not engage in the use of illegal substances or alcohol or other behaviors that may adversely affect the health or safety of, or the right to peaceful enjoyment of the premises by other residents and persons residing in the immediate vicinity of the premises. Immediate vicinity means within a three-block radius.
14. Threatening, Abusive or Violent Behavior §982.552(c)(1)(ix).

a. The members of the household must not engage in or threaten abusive or violent behavior towards any ABC Housing Agency staff member or residents, or employees of any ABC Housing Agency-contracted services.

i. Abusive or violent behavior includes verbal and physical abuse or violence. This includes verbal or physical abuse or violence. Use of racial slurs or other language, written or oral, that is used to intimidate is considered abusive behavior.

ii. Threatening includes oral or written threats or physical gestures that communicate intent to abuse of commit violence.

15. An assisted family, or members of the family, may not receive Section 8 tenant-based assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative Federal, State or local housing assistance program as determined by HUD.

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4 Eligibility for Admission and Grounds for Denial

To be admitted to the ABC Housing Agency Mainstream Section 8 Housing Choice Voucher program, an application must meet both eligibility and screening criteria.

4.1 Eligibility for Admission

To be eligible for admission to the Mainstream Section 8 program, the family must have the legal capacity to enter a lease under State law, and must meet the following six basic HUD eligibility criteria:

1. Qualifies as a family;
2. Has an income within the income limits;
3. Meets citizenship/eligible immigrant criteria;
4. Provides documentation of Social Security Numbers;
5. Signs consent authorization documents;
6. Meets the two-part asset limitation test:
    a. Net family assets that exceed HUD's current year asset limitation, which is adjusted and published annually. The 2026 asset limitation is $106,574.
        i. The ABC Housing Agency will accept a self-certification from the family that their net family assets do not exceed $50,000 (as adjusted for inflation), without further verification. If net family assets are $50,001 or more (as adjusted for inflation), the ABC Housing Agency will verify net family assets.
    b. Real property, as defined by the State in which the property is located, that is suitable for occupancy by the family as a residence and the family has 1) A present ownership interest in the real property; and 2) A legal right to reside in the real property; and 3) The effective legal authority to sell the real property, based on state or local laws of the jurisdiction where the property is located.
        i. The ABC Housing Agency will accept a self-certification from the family that they do not have any present ownership interest in any real property, without further verification. If the family owns real property, the ABC Housing Agency will seek third-party verification of the three-part real property test.

The real property restriction does not apply in the following circumstances:

1. Any property for which the family is receiving assistance for a manufactured home under 24 CFR 982.620 or under the HCV Homeownership program;
2. Any property that is jointly owned by a member of the family and at least one non-household member who does not live with the family, if the non-household member resides at the jointly owned property;
3. Any family that is offering the property for sale; or
4. Any person who is a victim of domestic violence, dating violence, sexual assault, or stalking. When a family asks for an exception because a family member is a victim of domestic violence, dating violence, sexual assault, or stalking, the ABC Housing Agency will follow the ABC Housing Agency VAWA policy.

A property is considered suitable for occupancy unless the family demonstrates that the real property meets one of the following five conditions:

1. Does not meet the disability-related needs for all members of the family (e.g., physical accessibility requirements, disability-related need for additional bedrooms, proximity to accessible transportation, etc.);
2. Is not sufficient for the size of the family based on ABC Housing Agency occupancy standards;
3. Is geographically located so as to be a hardship for the family, meaning there is a lack of adequate transportation options for all members of the family to access work, school, health care, or other necessary services. The ABC Housing Agency will consider circumstantial details a family faces when determining whether a geographic hardship is present.
4. Is not safe to reside in because of the physical condition of the property (e.g., property's physical condition poses a risk to the family's health and safety and the condition of the property cannot be easily remedied); or
5. Is not a property that a family may reside in under the state or local laws of the jurisdiction where the property is located.

If a property meets one of the above occupancy suitability exceptions, the real property will still be included in the calculation of income from assets.

4.1.1 ELIGIBLE FAMILY

A Mainstream Program eligible family is a family composed of one or more non-elderly persons who meets the following definition of disability. The family may include members who are not non-elderly persons with disabilities.

1. Non-elderly person with disabilities is a person 18 years of age or older and less than 62 years of age, and who:
    a. Has a disability, defined in 42 U.S.C. 423 as:
        i. inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months; or
        ii. in the case of an individual who has attained the age of 55 and is blind, inability by reason of such blindness to engage in substantial gainful activity requiring skills or abilities comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time; or
    b. Is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment that:
        i. Is expected to be of long-continued and indefinite duration;
        ii. Substantially impedes his or her ability to live independently, and
        iii. Is of such a nature that the ability to live independently could be improved by more suitable housing conditions; or
    c. Has a developmental disability as defined in 42 U.S.C. 6001.

4.1.2 INCOME ELIGIBILITY

To be eligible to receive assistance a family must, at the time the family initially receives assistance under the Section 8 program be:

a. An extremely low-income or a very low-income family;

b. A low-income family continuously assisted under the 1937 Housing Act;

c. A low-income family that is a non-purchasing resident in a HOPE 1 or HOPE 2 project or a property subject to a resident homeownership program under 24 CFR 248.173;

d. A low-income family or moderate-income family that is displaced as a result of the prepayment of the mortgage or voluntary termination of an insurance contract on eligible low-income housing under 24 CFR 248.101.

Income limits apply only at admission and are not applicable for continued occupancy; however, as income increases the assistance will decrease.

The applicable income limit for issuance of a housing choice voucher is the highest income limit for the family size for areas within the housing Agency's jurisdiction. The applicable income limit for admission to the program is the income limit for the area in which the family is initially assisted in the program. The family may only use the voucher to rent a unit in an area where the family is income eligible at admission to the program.

Families who are moving into the ABC Housing Agency's jurisdiction under portability and have the status of applicant rather than of participant at their initial housing Agency must meet the income limit for the area where they are initially assisted under the program.

Families who are moving into the ABC Housing Agency's jurisdiction under portability and are already program participants at their initial housing Agency do not have to meet the income eligibility requirement for the ABC Housing Agency program.

Income limit restrictions do not apply to families transferring units within the ABC Housing Agency Section 8 Program.

4.1.3 CITIZENSHIP/ELIGIBLE IMMIGRANT STATUS

At least one member of the family must be a citizen, national, or a noncitizen who has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980 (see 42 U.S.C. 1436a(a)) or a citizen of the Republic of Marshall Islands, the Federated States of Micronesia, or the Republic of Palau. Mixed-families, where one or more members of the family is ineligible, may receive assistance.

4.1.4 SOCIAL SECURITY NUMBER DOCUMENTATION

Every family member regardless of age must provide the ABC Housing Agency with a complete and accurate Social Security Number (SSN) unless the family member does not contend eligible immigration status.

4.1.5 Signed Consent Forms

Each member of the family who is at least 18 years of age, and each family head and spouse regardless of age, will sign one or more consent forms. The consent form must contain, at a minimum, the following:

1. A provision authorizing HUD and the ABC Housing Agency to obtain from State Wage Information Collection Agencies (SWICAs) any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy;
2. A provision authorizing HUD or the ABC Housing Agency to verify with previous or current employers or other sources of income information pertinent to the family's eligibility for or level of assistance;
3. A provision authorizing HUD to request income information from the IRS and the SSA for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits;
4. A statement allowing the ABC Housing Agency permission to access the applicant's criminal record with any and all police and/or law enforcement agencies; and
5. A statement that the authorization to release the information requested by the consent form expires 15 months after the date the consent form is signed.

In addition, all adult applicant household members must sign HUD-52675 allowing the ABC Housing Agency to search for household members who are already receiving assistance from another program or who an outstanding debt to another PHA.

4.1.6 Failure to Consent / Revocation of Consent

Failure to sign consent forms or revocation of consent to access financial records will result in denial of admission or termination of assistance. In order for a family to revoke their consent, the family must provide written notice to the ABC Housing Agency. Within 10 business days of the date the family provides written notice, the ABC Housing Agency will send the family a notice acknowledging receipt of the request and explaining that revocation of consent will result in denial or termination of assistance, as applicable. At the same time, the ABC Housing Agency will notify their local HUD office.

4.2 Sex Offender Background Screening

No household member subject to a lifetime registration requirement under a State sex offender registration program will be admitted to the program. All household members must provide a list of states in which they have lived and whether their name appears on any lifetime sex offender registry.

Screening for sex offender registration will be done through the state registry and other state registries if the applicant has resided in another state. The ABC Housing Agency will utilize the US Department of Justice's Dru Sjodin National Sex Offender website as an additional resource.

If the ABC Housing Agency denies admission on the basis of a lifetime sex offender registration requirement, the ABC Housing Agency will ensure the applicant head of household and if applicable, the family member with the criminal record, have an opportunity to dispute the accuracy and relevance of the record and to request an informal review.

4.2.1.1 Criminal Record Report Confidentiality

The ABC Housing Agency will ensure that any criminal record received is maintained confidentially, not misused or improperly disseminated, and destroyed once the purpose for which it was requested is accomplished and any period for filing an appeal regarding an ABC Housing Agency decision related to the criminal record has expired. A form will be placed in the family's file to document the criminal record background check has been conducted.

4.3 Owner Screening - Suitability for Tenancy

Additional screening for determining tenant suitability is the responsibility of the owner.

4.4 Grounds for Denial

Denial of assistance for an applicant may include denying or withdrawing a voucher, refusing to enter into a HAP contract or approve a lease, and refusing to process or provide assistance under portability procedures.

The fact that an applicant is or has been a victim of domestic violence, dating violence, sexual assault or stalking is not an appropriate basis for denial of program assistance or for denial of admission, if the applicant otherwise qualifies for assistance or admission. The ABC Housing Agency will follow its Domestic Violence policy where an applicant claims protection against an action proposed to be taken by the ABC Housing Agency involving such individual.

If the ABC Housing Agency determines that an applicant does not meet the criteria for receiving Section 8 assistance, the ABC Housing Agency will provide the applicant with email and written notice of the determination and opportunity for an informal review.

The ABC Housing Agency must deny assistance to applicants who:

1. Do not meet any one or more of the eligibility criteria.
2. Do not supply information or documentation required by the application process.

3. Fail to respond to a written request for information or a request to declare their continued interest in the program.
4. Fail to complete any aspect of the application, eligibility interview, Section 8 program briefing or lease-up process.
5. Have a family member who has been evicted from federally assisted housing in the last three years for drug-related criminal activity.
6. Have a household member who is currently engaging in illegal use of a controlled substance, including medical marijuana (see HUD legal opinion dated January 20, 2011).
7. Have a household member whose illegal drug use or pattern of illegal drug use may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents. Such use or pattern of use must have occurred within one year before the date the ABC Housing Agency provides notice to the family of the determination to deny assistance.
8. Have a household member whose abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents. Such abuse or pattern of abuse must have occurred within one year before the date the ABC Housing Agency provides notice to the family of the determination to deny assistance.
9. Have a household member who has ever been convicted of manufacturing methamphetamine in a public housing development, in a Section 8 assisted property, or on the premises of other federally assisted housing.
10. Have engaged in or threatened abusive or violent behavior towards any ABC Housing Agency staff member or resident.
11. Fail to sign consent forms for or revoke consent to access financial records.

The ABC Housing Agency may deny assistance to applicants who:

1. Have a family member who has been terminated under the program by the ABC Housing Agency.
2. Currently owes rent or other amounts to the ABC Housing Agency or to another Housing Authority in connection with Section 8 or public housing assistance under the 1937 Act, or other federal housing programs as established by the HUD EIV National Repository, or other means.
3. Have breached an agreement to pay amounts owed to any PHA. If under a payment agreement the prior debt must be paid in full prior to being issued a voucher. Once the

applicant is pulled from the waiting list in order to establish eligibility, the debt must be paid within sixty (60) days of notification of the debt and the applicant may be by-passed on the waiting list. Failure to repay the debt in full within sixty (60) days will result in denial and removal from the waiting list.

4. Have not reimbursed any Housing Authority for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.

4.4.1 APPLICANT NOTIFICATION OF DENIAL

If the ABC Housing Agency determines that an applicant does not meet the criteria for receiving housing assistance, the ABC Housing Agency will promptly provide the applicant with email notice of the determination and a courtesy notice by first class mail. The notice will:

1. Contain a brief statement of the reason(s) for the decision;
2. State that the applicant may request in writing an informal review of the decision within ten (10) calendar days of the date of the notice of denial;
3. Inform the applicant they may be bypassed on the waiting list pending the outcome of the informal review;
4. Describe how to obtain the informal review;
5. Include HUD-Form 5380 Notice of Occupancy Rights Under the Violence Against Women Act; and
6. Remind applicants of their right to request a reasonable accommodation.

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5 APPLICATIONS AND THE WAITING LIST

5.1 APPLYING FOR ASSISTANCE

Families wishing to apply for the Section 8 Program will be required to complete a pre-application application for housing assistance utilizing an online application portal provided by ABC. Pre-applications are taken to compile a waiting list. Due to the demand for Section 8 assistance in the ABC Housing Agency jurisdiction, the ABC Housing Agency may take applications on an open enrollment basis, depending on the length of the waiting list.

The application process will involve two phases. The first phase is the initial application for housing assistance or the pre-application. The pre-application requires the family to provide limited basic information including name, address, phone number, family composition and family unit size, racial or ethnic designation of the head of household, income category, and information establishing any preferences to which they may be entitled. This first phase results in the family's placement on the waiting list if deemed apparently eligible.

Applicants will be provided the opportunity to complete the information on form HUD-92006, Supplement to Application for Federally Assisted Housing. The form gives applicants the option to identify an individual or organization that the Housing Agency may contact and the reason(s) the individual or organization may be contacted. The applicants, if they choose to provide the additional contact information, must sign and date the form.

If the applicant chooses to have more than one contact person or organization, the applicant must make clear to the Housing Agency the reason each person or organization may be contacted. The Housing Agency will allow the applicant to complete a form HUD-92006 for each contact and indicating the reason the Housing Agency may contact the individual or organization. For example, the applicant may choose to have a relative as a contact for emergency purposes and an advocacy organization for assistance for tenancy purposes.

Those applicants who choose not to provide the contact information should check the box indicating that they "choose not to provide the contact information" and sign and date the form.

The completed pre-application will be dated and time stamped upon submittal in the online application portal.

Upon receipt of the family's pre-application, the ABC Housing Agency will make a preliminary determination of eligibility. The ABC Housing Agency will notify the family in writing of the date and time of placement on the waiting list and the approximate amount of time before housing

assistance may be offered. If the ABC Housing Agency determines the family to be ineligible, the notice will state the reasons and offer the family the opportunity of an informal review.

The second phase is the final determination of eligibility, referred to as the full application. The full application takes place when the family nears the top of the waiting list. Applicants will also be given the opportunity to update their HUD Form 92006 if applicable and if they so desire.

The ABC Housing Agency will ensure that verification of all preferences, eligibility, suitability selection factors are current to determine the family's final eligibility for admission into the Section 8 Program.

Persons with disabilities who require a reasonable accommodation in completing a pre-application or application may call the ABC Housing Agency to make special arrangements to complete their application. A Telecommunication Device for the Deaf (TDD) is available for the deaf. The TDD telephone number is **1-800-842-4681**.

5.1.1 Reporting Changes while on the Waiting List

An applicant is encouraged to report changes in their applicant status, including changes in family composition, income, or preference factors. The ABC Housing Agency will annotate the applicant's file and will update their place on the waiting list. Confirmation of the changes will be confirmed with the family in writing.

5.2 Admission Preferences (24 CFR 982.202)

Preferences give priority placement to applicants who meet certain criteria. Applicants who do not qualify for a preference will have a longer wait to receive assistance than those who do qualify. The ABC Housing Agency has established two preferences for the Mainstream program based on preferences claimed in Notices of Funding Opportunity:

1. Twenty-two (22) Vouchers for eligible families who:
    a. Are currently experiencing homelessness;
    b. Are at risk of becoming homeless;
    c. Are transitioning out of institutional or other segregated settings; or
    d. Are at serious risk of institutionalization.
2. Thirty-one (31) Vouchers for eligible families who:
    a. Are currently experiencing homelessness;
    b. Are at risk of becoming homeless;

c. Are transitioning out of institutional or other segregated settings;

d. Are at serious risk of institutionalization; or

e. Previously experienced homelessness and are currently a client in a permanent supportive housing or rapid rehousing project.

5.2.1 CURRENTLY EXPERIENCING HOMELESSNESS

1. Persons currently experiencing homelessness are an individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:

    a. An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;

    b. An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, State, or local government programs for low-income individuals); or

    c. An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

2. An individual or family who will imminently lose their primary nighttime residence, provided that:

    a. The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;

    b. No subsequent residence has been identified;

    c. The individual or family lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, needed to obtain other permanent housing;

    d. Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who are defined as homeless under section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), section 637 of the Head Start Act (42 U.S.C. 9832), section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2), section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), section 3 of the Food

and Nutrition Act of 2008 (7 U.S.C. 2012), section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)), or section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a);

3. Any individual or family who:

    a. Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence;

    b. Has no other residence; and

    c. Lacks the resources or support networks, e.g., family, friends, and faith-based or other social networks, to obtain other permanent housing.

5.2.2 AT RISK OF BECOMING HOMELESS

An individual or family who:

1. Does not have sufficient resources or support networks, e.g., family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or to a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings.
2. Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for assistance;
3. Is living in the home of another because of economic hardship;
4. Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days of the date of application for assistance;
5. Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by federal, State, or local government programs for low-income individuals;
6. Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons, or lives in a larger housing unit in which there reside more than 1.5 people per living and sleeping area;

7. Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or

8. Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness.

5.2.3 TRANSITIONING OUT OF INSTITUTIONAL OR OTHER SEGREGATED SETTINGS

Persons who are transitioning out of:

1. Congregate settings populated exclusively or primarily with individuals with disabilities;

2. Congregate settings characterized by regimentation in daily activities, lack of privacy or autonomy, policies limiting visitors, or limits on individuals' ability to engage freely in community activities and to manage their own activities of daily living; or

3. Settings that provide for daytime activities primarily with other individuals with disabilities.

5.2.4 AT SERIOUS RISK OF INSTITUTIONALIZATION

An individual with a disability who as a result of a public entity's failure to provide community services or its cut to such services will likely cause a decline in health, safety, or welfare that would lead to the individual's eventual placement in an institution. This includes individuals experiencing lack of access to supportive services for independent living, long waiting lists for or lack of access to housing combined with community-based services, individuals currently living under poor housing conditions or homeless with barriers to geographic mobility, and/or currently living alone but requiring supportive services for independent living.

An individual may be designated as at serious risk of institutionalization by a health and human services agency, a community-based organization, or by self-identification.

5.2.5 CURRENTLY A CLIENT IN PERMANENT SUPPORTIVE HOUSING OR A RAPID REHOUSING PROJECT

Persons who previously experienced homelessness and are currently a client in:

1. Permanent housing in which voluntary supportive services are provided to assist persons with a disability experiencing homelessness to live independently.

2. A rapid rehousing project, which means a project that connects families and individuals experiencing homelessness to permanent housing through a tailored package of assistance that may include the use of time-limited financial assistance and targeted supportive services.

5.3 Organization and Maintenance of the Waiting List

The waiting list will be organized and maintained as follows:

1. All applications will be maintained first based on preference and then in order of date and time the application is received by the ABC Housing Agency;
2. The application will be a permanent file;
3. Any significant contact between the ABC Housing Agency and the applicant will be documented in the applicant file.
4. All files (applicant or participant) will be retained for three years from the date the file is closed, whether due to the surrender of a housing choice voucher or the removal of a person from the waiting list, whichever is later.

5.3.1 Opening and Closing the Waiting List

Opening of the waiting list will be announced via public notice that applications for the ABC Housing Agency Mainstream Section 8 are being accepted. The public notice will state where, when, and how to apply. The notice will be published in a local newspaper of general circulation, and also by any available minority media. Information will be made available on the ABC (and its contractors) website and social media outlets. The public notice will state any limitations to who may apply.

The notice will state that applicants already on waiting lists for other housing programs must apply separately for this program, and that such applicants will not lose their place on other waiting lists when they apply for Section 8. The notice will include the Fair Housing logo and slogan and otherwise be in compliance with Fair Housing requirements.

Closing of the waiting list will be announced via public notice. The public notice will state the date the waiting list will be closed. The public notice will be published in a local newspaper of general circulation, and also by any available minority media.

Public notices announcing the opening and closing of the waiting list may be combined when the waiting list will be opened for a specific period of time.

5.3.1.1 Exceptions to Opening and Closing the Waiting List

Exceptions to opening and closing the waiting list are referrals from a disability services provider or the Maricopa Regional Continuum of Care, including the Permanent Supportive Housing Subsidy Transition/ Moving On project (Moving On).

The purpose of the Moving On project is to transition long-term, stable Permanent Supportive Housing (PSH) residents to other subsidies to create the capacity to house individuals and families experiencing chronic homelessness in Continuum of Care PSH. The project is voluntary for PSH participants and uses a common assessment, referral and transfer process to ease the transition between housing subsidy systems.

5.3.2 Purging the Waiting List

The ABC Housing Agency may periodically update and purge its waiting list to ensure that the pool of applicants reasonably represents interested families. Purging also enables the ABC Housing Agency to update the information regarding address, family composition, income category and preferences.

When purging the waiting list, the ABC Housing Agency will provide information on their website and notify applicants by email and by first class mail. Applicants will be asked to complete a form and return it to the ABC Housing Agency within a specified number of calendar days. If an applicant has not responded via email or Internet and the envelope is returned as undeliverable or if no response is received from the applicant within the specified time frame, the applicant will be stricken from the waiting list. If the envelope is returned with a forwarding address on it, the ABC Housing Agency will mail the form to the new address, with a new deadline for response.

5.3.3 Removal of Applicants from the Waiting List

The ABC Housing Agency will not remove an applicant's name from the waiting list unless:

1. The applicant requests in writing that the name be removed,
2. The applicant fails to respond to a written request for information or a request to declare their continued interest in the program,
3. The applicant misses scheduled appointments,
4. The applicant does not meet the eligibility or suitability criteria for the program,
5. The applicant knowingly provides false information or fraudulent statements affecting the applicant's status or eligibility for housing assistance, or
6. The applicant receives Section 8 housing assistance.

The ABC Housing Agency's system of removing applicants from the waiting list will not violate the rights of persons with disabilities. If an applicant's failure to respond to a request for information or updates was caused by the applicant's disability, the ABC Housing Agency will

verify that there is in fact a disability and that the accommodation they are requesting is necessary based on the disability. An example of a reasonable accommodation would be to reinstate the applicant on the waiting list in the same position as prior to removal.

The reason(s) for waiting list removal will be documented in the applicant's file and retained for three years from the date the file is closed.

5.3.3.1 Applicant Notification of Waiting List Removal

Any applicant whose name is being removed from the waiting list will be notified by email and in writing by the ABC Housing Agency. The notice will:

1. Contain a brief statement of the reason(s) for the decision;
2. State that the applicant may request in writing an informal review of the decision or present mitigating circumstances within ten (10) business days of the date of the notice;
3. Inform the applicant that their name will be removed from the waiting list if they fail to respond within the specified timeframe;
4. Inform the applicant they may be bypassed on the waiting list pending the outcome of the informal review should they request one;
5. Describe how to obtain the informal review;
6. Include HUD-Form 5380 Notice of Occupancy Rights Under the Violence Against Women Act; and
7. Remind applicants of their right to request a reasonable accommodation.

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6 APPLICANT SELECTION

6.1 WAITING LIST ADMISSIONS AND SPECIAL ADMISSIONS

The ABC Housing Agency may admit an applicant for participation in the program either as a waiting list admission or a special admission.

The ABC Housing Agency may also receive funding that is targeted for families with specific characteristics or families living in specific units. When HUD awards such funds, the ABC Housing Agency will assist these households in accordance with HUD's special instructions.

6.2 SELECTION FROM THE WAITING LIST

Applicants will be selected from the top of the waiting list. However, applicants may be skipped on the waiting list if it is necessary to meet the statutory requirement that 75% of newly admitted families in any fiscal year be families who are extremely low-income (unless a different target is agreed to by HUD). This measure will only be taken if it appears the goal will not otherwise be met. To ensure this goal is met, the ABC Housing Agency will monitor incomes of newly admitted families. If necessary, the ABC Housing Agency will conduct outreach to attract extremely low-income families to reach the statutory requirement.

When a family nears the top of the waiting list, the family will be invited to an interview and the verification process will begin. It is at this point in time that the family's waiting list preference will be verified. Annual income must be verified within 60 calendar days of the issuance of a housing choice voucher. If the family no longer qualifies to be near the top of the list, the family's name will be returned to the appropriate spot on the waiting list. The ABC Housing Agency will notify the family in writing of this determination and give the family the opportunity for an informal review.

Once the preference has been verified, the family will complete a full application, present Social Security Number information, citizenship/eligible immigrant information, and sign the Consent for Release of Information forms.

6.2.1 SUBSIDY STANDARDS AND FAMILY UNIT SIZE

The ABC Housing Agency will determine family unit size and the maximum rent subsidy for the family using the following guidelines. The ABC Housing Agency will not change the subsidy standard after the initial subsidy calculation. The family may select a unit that may be larger or smaller than the family unit size stated on the Voucher.

1. If the family selects a smaller unit, the payment for the smaller size unit will be used to calculate the subsidy.

2. If the family selects a larger unit, the payment standard for the family unit size will determine the maximum subsidy.

In determining bedroom size, the ABC Housing Agency will include:

1. Unborn child(ren) of a pregnant woman,
2. Children who are in the process of being adopted,
3. Children whose custody is being obtained,
4. Children currently under a 50% or more joint custody decree, and
5. Children who are temporarily away at school, or temporarily in foster-care.

Bedroom size will also be determined using the following guidelines:

1. Children of the same sex will share a bedroom.
2. Children of the opposite sex, both under the age of 5 years**,** will share a bedroom.
3. Persons of different generations will not be required to share a bedroom.
4. Foster adults and children will not be required to share a bedroom with family members.
5. Live-in aides will get a separate bedroom.

The following table is based on the assumption that each bedroom will accommodate no more than two (2) persons:

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
0	1	1
1	1	2
2	2	4
3	3	6
4	4	8
5	5	10

The ABC Housing Agency will grant exceptions to normal occupancy standards when a family requests a larger size than the guidelines allow and documents a disability or a medical reason why the larger size is necessary.

6.2.2 BRIEFING [24 CFR 982.301, 982.302]

When the ABC Housing Agency selects a family from the waiting list, the family will be invited to attend a briefing explaining how the program works. All adult members of the family must attend the briefing. If the family cannot attend the scheduled briefing, the family may attend a later session. If the family fails to attend two briefings without good cause, they will be denied admission.

If the family includes a person with disabilities, the ABC Housing Agency will make every reasonable effort to accommodate that person to ensure effective communication. Families unable to attend a briefing due to a disability may request a reasonable accommodation such as having the briefing presented at an alternate location.

At a minimum, the briefing will cover:

1. How the program works;
2. Family and owner/landlord obligations and responsibilities;
3. Where the family may rent a unit, including inside and outside the ABC Housing Agency jurisdiction;
4. Types of eligible housing;
5. An explanation of how portability works;
6. An explanation of the advantages of living in an area that does not have a high concentration of poor families, including maps that show locations of housing opportunities outside areas of poverty or minority concentration, both within and outside its jurisdiction and in neighboring jurisdictions; and information about job opportunities, schools, transportation, and other services in these areas;
7. An explanation that the family share of rent may not exceed 40% of the family's monthly adjusted income if the gross rent exceeds the applicable payment standard when the family initially rents a unit; and
8. The fact that the family may have to pay a security deposit from its own funds.

6.2.2.1 BRIEFING PACKET [24 CFR 982.301(B)]

During the briefing, the ABC Housing Agency will give the family a packet covering at least the following subjects:

1. The term of the housing choice voucher and the Housing Agency's policy on extensions and suspensions of the term. The packet will include information on how to request an extension and forms for requesting extensions;
2. How the Housing Agency determines the housing assistance payment and total tenant payment for the family;
3. Information on the payment standard, exception payment standard rent areas, and the utility allowance schedule;
4. How the Housing Agency determines the maximum rent for an assisted unit;
5. Where the family may lease a unit. For families qualified to lease outside the Housing Agency's jurisdiction, the packet includes an explanation of how portability works, including how the family's assistance can be affected through re-screening by the Receiving Housing Agency, changes in the subsidy and payment standards, other elements of the portability process that could affect the family's assistance, and a list of names, addresses and phone numbers of contact persons at neighboring housing authorities;
6. The HUD-required tenancy addendum that provides the language that must be included in any assisted lease, and a sample contract;
7. The request for approval of the tenancy form and an explanation of how to request Housing Agency approval of a unit;
8. A statement of the Housing Agency's policy on providing information to prospective owners. This policy requires applicants to sign disclosure statements allowing the Housing Agency to provide prospective owners with the family's current and prior addresses and the names and addresses of the landlords for those addresses;
9. The ABC Housing Agency's subsidy standards, including when the ABC Housing Agency will consider granting exceptions to the standards such as a reasonable accommodation to a person with a disability;
10. The HUD brochure on how to select a unit ("A Good Place to Live");
11. The HUD-required lead-based paint brochure;
12. Information on Federal, State, and local equal opportunity laws; the brochure "Fair Housing: It's Your Right;" and a copy of the housing discrimination complaint form;
13. A list of landlords or other resources (such as newspapers, organizations, and online search tools) known to the ABC Housing Agency who may be willing to lease a unit to

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the family or help the family find a unit, including owners with properties located outside areas of poverty or minority concentration;

14. Notice that if the family includes a person with disabilities, the family may request a current list of accessible units known to the ABC Housing Agency that may be available;
15. The family's obligations under the program;
16. The grounds upon which the Housing Agency may terminate assistance because of the family's action or inaction;
17. ABC Housing Agency informal hearing procedures, including when the Housing Agency is required to provide the opportunity for an informal hearing, and information on how to request a hearing;
18. The ABC Housing Agency owner information brochure. This brochure can be given by the applicant to a prospective owner to help explain the program;
19. An explanation of rights afforded to Housing Choice Voucher participants under the Violence Against Women Act; and
20. A written explanation of the advantages of living in an area that does not have a high concentration of poor families, including maps that show locations of housing opportunities outside areas of poverty or minority concentration, both within and outside its jurisdiction and neighboring its jurisdiction; has assembled information about job opportunities, schools, transportation, and other services in these areas.

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7 Voucher Issuance and Approval to Lease a Unit

7.1 Issuing the Voucher and the Request for Approval of Tenancy

Once all family information has been verified, their eligibility determined, their subsidy calculated, and they have attended the family briefing, the ABC Housing Agency will issue the housing choice voucher. At this point the family begins their search for a unit. When the family finds a unit that the owner is willing to lease under the program:

1. The family and the owner must complete, sign and submit the documents for leasing the unit including the request for tenancy approval, proposed lease and the HUD required Tenancy Addendum.
2. The family will submit the proposed lease and the request form to the ABC Housing Agency during the term of the housing choice voucher.
3. The ABC Housing Agency will review the tenancy request, the lease and the HUD required Tenancy Addendum and make an initial determination of approval of tenancy. The ABC Housing Agency may assist the family in negotiating changes that may be required for the tenancy to be approvable.

Once it appears the tenancy may be approvable, the ABC Housing Agency will schedule an appointment to inspect the unit for compliance with the Housing Quality Standards, within fifteen (15) calendar days after the receipt of inspection request from the family and owner. The 15-day period is suspended during any period the unit is unavailable for inspection, for example the unit is currently occupied.

The ABC Housing Agency will promptly notify the owner and the family whether the unit has passed the housing quality standards inspection and if the tenancy is approved.

During the initial stage of qualifying the unit, the ABC Housing Agency will provide the prospective owner with information regarding the program. Information will include ABC Housing Agency and owner responsibilities for screening and other essential program elements. The ABC Housing Agency will provide the owner with the family's current and prior address as shown in the ABC Housing Agency records along with the name and address (if known) of the landlords for those addresses upon request.

7.1.1.1 Term of the Housing Choice Voucher

The initial term of the voucher will be 120 calendar days and will be stated on the Housing Choice Voucher.

The ABC Housing Agency may grant one or more extensions of the term, but the initial term plus any extensions will generally not exceed 210 days from the initial date of issuance, including the initial 120 days and one initial extension of 90 days.

7.1.1.1.1 Initial Extension

At least 30 days prior to the expiration of the initial term of the voucher, the ABC Housing Agency will contact the family to remind them of the expiration date of their voucher, the process for requesting an extension, and to inquire if the family needs assistance with their housing search. Depending on the family's preferred method of communication, the ABC Housing Agency may contact the family via telephone, text message, email, or other accessible communication method. The ABC Housing Agency will ensure effective communication with persons with disabilities, including those with vision, hearing, speech, intellectual or other developmental disabilities, or any other communication-related disabilities.

If the family requires additional extensions beyond 90 days, the family may request additional extensions, either orally or in writing, at any time prior to the expiration of the extended voucher term. All subsequent extensions, if approved, will also be for a period of 90 days.

7.1.1.1.2 Subsequent Extensions

Each time the family requests an extension, the ABC Housing Agency will inquire if the family needs assistance with their housing search and will provide a current listing of available accessible units known to the ABC Housing Agency.

The ABC Housing Agency *will* allow subsequent 90-day extensions when the family makes a written or verbal request prior to the expiration date of the extended voucher term, and:

1. Requests a reasonable accommodation.

The ABC Housing Agency *may* allow subsequent 90-day extensions when the family makes a written or verbal request prior to the expiration date, and:

1. Documents legitimate search attempts on forms included in the family's briefing packet; or
2. The search is interrupted by hospitalization or in-patient treatment; or
3. Provides a plan for future search efforts.

7.1.1.2 VOUCHER SUSPENSION

Upon submittal of a completed request for tenancy approval form, the ABC Housing Agency will suspend the term of the housing choice voucher. The term will be in suspension until the date the ABC Housing Agency provides notice that the request has been approved or denied. Suspension allows families the full 120 calendar days, or more with extensions, to find a unit without penalty for the period during which the ABC Housing Agency is taking action on their request. A family may submit a second request for tenancy approval form before the ABC Housing Agency finalizes action on the first request. In this case the suspension will last from the date of the first submittal through the ABC Housing Agency's action on the second submittal. No more than two requests will be concurrently considered.

If the family fails to request an extension prior to the expiration or if a family's voucher expires, the family is no longer eligible for housing assistance and must reapply to the program. If the waiting list is closed, the family must wait until the ABC Housing Agency is accepting applications for the Section 8 program. When reapplying, the family will be treated exactly like all other new applicants for the program.

7.2 ELIGIBLE HOUSING

The ABC Housing Agency will approve leases for the following housing types:

1. Single family dwellings
2. Apartments
3. Manufactured housing
4. Manufactured home space rentals
5. Special Housing Types that comply with the standards described in Chapter 20 and only as a reasonable accommodation for a family with disabilities.
    a. Congregate housing
    b. Group homes
    c. Shared housing
    d. Cooperative housing
    e. Single room occupancy housing

7.3 INELIGIBLE HOUSING

The following types of housing cannot be assisted:

1. A public housing or Indian housing unit;
2. A unit receiving project-based assistance under a Section 8 Program;
3. Nursing homes, board and care homes, or facilities providing continual psychiatric, medical or nursing services;
4. College or other school dormitories;
5. Units on the grounds of penal, reformatory, medical, mental, and similar public or private institutions;
6. A unit occupied by its owner. This restriction does not apply to cooperatives or to assistance on behalf of a manufactured home owner leasing a manufactured home space or units being purchased under a Section 8 Homeownership Program;
7. A unit receiving any duplicative Federal, State, or local housing subsidy. This does not prohibit renting a unit that has a reduced rent because of a tax credit or HOME program subsidy; and
8. Travel trailers, motor homes, or other structures designed to be mobile or temporary, including units registered with the Department of Motor Vehicles as personal property.

7.4 APPROVAL TO LEASE A UNIT

The ABC Housing Agency will approve a lease if all of the following conditions are met:

1. The unit is eligible.
2. The unit is inspected by the ABC Housing Agency and passes NSPIRE.
3. The lease is approvable, in compliance with state and local laws and includes the following:
    a. The names of the owner and the resident;
    b. The address of the unit rented;
    c. The term of the lease (initial term of at least one year and any provisions for renewal);
    d. The amount of the monthly rent to owner;
    e. A specification of what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the family; and

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f. The required HUD tenancy addendum. The terms of the HUD tenancy addendum must prevail over any other provisions of the owner lease.

4. The rent to owner is reasonable.
5. The family's share of rent does not exceed 40% of their monthly adjusted income if the gross rent exceeds the applicable payment standard.
6. The owner certifies that he or she is not in a conflict of interest situation with the resident.
7. The owner has not been found to be debarred, suspended, or subject to a limited denial of participation by HUD or the ABC Housing Agency.
8. The family continues to meet all eligibility and screening criteria.

The lease term may begin only after all of the following conditions are met:

1. The unit passes the ABC Housing Agency NSPIRE inspection;
2. The landlord and resident sign the lease to include the HUD required addendum;
3. The ABC Housing Agency approves the leasing of the unit; and
4. The resident is given full access to the unit. Full access to the unit means the family has a key to the unit and the unit is fully available for the family's exclusive use.

7.5 DENIAL OF TENANCY

If tenancy approval is denied, the ABC Housing Agency will advise the owner and the family in writing and advise them also of any actions they could take that would enable the ABC Housing Agency to approve the tenancy.

7.6 ABC HOUSING AGENCY DISAPPROVAL OF OWNER [24 CFR 982.306, 982.54(D)(8)]

An owner does not have a right to participate in the Section 8 program. An owner includes a principal or other party. The ABC Housing Agency will disapprove an owner for the following reasons:

1. HUD or another agency has notified the ABC Housing Agency in writing that the owner has been disbarred, suspended, or subject to a limited denial of participation under 24 CFR Part 24;
2. The owner has engaged in abusive or threatening verbal or physical behavior towards ABC Housing Agency personnel, contractors or program participants;

3. HUD has informed the ABC Housing Agency in writing that HUD that the federal government has instituted an administrative or judicial action against the owner for a violation of the Fair Housing Act or other federal equal opportunity requirements and such action is pending or a court or administrative agency has determined that the owner violated the Fair Housing Act or other federal equal opportunity requirements;
4. The owner has violated any obligations under a Section 8 Housing Assistance Payments Contract;
5. The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program;
6. The owner has engaged in drug-related criminal activity or any violent criminal activity;
7. The owner has a history or practice of non-compliance with HQS or NSPIRE;
8. The owner has a history or practice of renting units that fail to meet State or local codes;
9. The owner has not paid State or local real estate taxes, fines, or assessments;
10. The owner refuses (or has a history of refusing) to evict families for drug-related or violent criminal activity, or for activity that threatens the health, safety or right of peaceful enjoyment of the:
    a. premises by residents, ABC Housing Agency employees or owner employees, or
    b. residences by neighbors.
11. If the owner is the parent, child, grandparent, grandchild, sister, or brother or any member of the family of an applicant seeking the initial use of a housing choice voucher (currently shopping) unless the ABC Housing Agency determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities. In cases where the owner and tenant bear the same last name, the ABC Housing Agency may require the family and/or owner to certify whether they are related to each other in any way; or
12. Other conflicts of interest under Federal, State, or local law.

7.7 EXECUTION OF THE HOUSING ASSISTANCE PAYMENTS (HAP) CONTRACT

The ABC Housing Agency will prepare the contract when the unit is approved for tenancy. Generally, the landlord, simultaneously with the signing of the lease and the HUD required tenancy addendum, will execute the contract. Upon receipt of the executed lease and the signed contract by the landlord, the ABC Housing Agency will execute the contract. The ABC Housing Agency will not pay any housing assistance to the owner until the contract is executed.

The HAP contract must be executed no later than sixty (60) calendar days after the beginning of the lease term. Any HAP contract executed after the 60-day period will be void and the ABC Housing Agency will not pay housing assistance to the owner.

7.8 SECURITY DEPOSIT

The owner may collect a security deposit from the participant in an amount that does not exceed amounts charged in private market practice and amounts charged by the owner to unassisted residents in the same complex.

When the resident moves out of the dwelling unit, the owner, subject to State or local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid rent payable by the participant, damages to the unit or for other amounts the family owes under the lease.

The owner must give the participant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must refund promptly the full amount of the unused balance to the resident in compliance with State law.

If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may seek to collect the balance from the tenant. The owner may also submit a claim to the Arizona Landlord Incentive Program (ALIP) through the ABC Housing Agency.

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8 Determining Family Income

Income will be determined at initial eligibility, at annual reexamination and for interim and reexaminations. To determine annual income, the ABC Housing Agency counts the income of all family members, excluding the types and sources of income that are specifically excluded. Once the annual income is determined, the ABC Housing Agency subtracts all allowable deductions (allowances) as the next step in determining the Total Tenant Payment.

At initial admission to the program and for interim reexaminations, income is projected forward for the coming year. At the annual recertification for participants, except for streamlined income determinations:

1. The income as determined for the preceding year is used, taking into account any interim reexaminations conducted during the certification year, and
2. Any increase or decrease in income that was not captured during an interim reexamination is taken into account.

8.1 Annual Income

Annual income means all amounts, monetary or not, that:

1. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member,
2. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date, and
3. Are not specifically excluded from annual income.

8.1.1 Annual Income Inclusions

Annual income generally includes, but is not limited to the following unless specifically excluded in 24 CFR 5.609(b), as summarized in Chapter 21:

1. All amounts received from sources by each family member who is 18 years of age or older or is the head of household or spouse, except:
    1. Earned and unearned income of live-in aide; and
    2. Earned and unearned income of foster child or foster adult.
2. Unearned income by or on behalf of each dependent who is under 18 years of age;

3. Imputed returns of an asset based on the current passbook savings rate, as determined by HUD, when the value of net family assets exceeds the HUD-published threshold amount and the actual returns from a given asset cannot be calculated.

8.1.2 Students Enrolled in Institutions of Higher Learning

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

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

8.1.3 Income Resulting from Welfare Program Requirements (Imputed Welfare) [5.615]

The ABC Housing Agency will impute (count) welfare income not received by the family if the welfare assistance was reduced, as specified in notice to the ABC Housing Agency by the welfare agency) specifically because of:

1. Fraud by a family member in connection with the program,
2. Failure to participate in or comply with economic self-sufficiency requirements, or
3. Noncompliance with work activities requirements.

Imputed welfare income is annual income the family would have received had its benefits not been reduced due to the above circumstances.

8.1.4 Annual Income Exclusions

Annual income does not include the types of income described in Chapter 22.

8.1.5 Deductions from Annual Income

The following deductions will be made from annual income:

1. Dependent deduction, adjusted and published annually by HUD.
2. Elderly family or disabled family deduction adjusted and published annually by HUD.

3. Adoption Assistance Payments included on the 50058, adjusted and published annually by HUD.

4. Reasonable child care expenses for children under 13 years of age, and not more than the amount of employment income that is included in annual income:

    a. When the care is necessary to enable a member of the family to be employed or to further his or her education; and

    b. The expense is not reimbursed by an agency or individual outside the household.

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

    a. Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed. This allowance may not exceed the earned income received by family members who are 18 years of age or older who are able to work because of such attendant care or auxiliary apparatus.

    b. Unreimbursed health and medical expenses of any elderly family or disabled family including medical insurance premiums and long-term care premiums.

IRS Publication 502 will be used as a general guide to determine an eligible health and medical expense. Each expense will be reviewed to determine whether it is eligible under HUD's definition of health and medical care expenses. Non-prescription medicines must be doctor-prescribed to be considered a health and medical expense; the family must provide legible receipts.

The ABC Housing Agency will allow as health and medical expenses the actual out-of-pocket amounts that are owed and anticipated to be paid by the family during the reexamination period.

8.1.5.1 HARDSHIP EXEMPTION FOR CHILD CARE EXPENSES

A family may qualify for a child care exemption when they demonstrate that they would be unable to pay rent as a result of the loss of this deduction. The ABC Housing Agency will consider the total expenses of the family. In addition, the family must demonstrate that the childcare expense is still necessary even though the family member is no longer employed or furthering their education. The ABC Housing Agency will consider qualification under this criterion on a case-by case basis. The family must provide third-party verification of the hardship with the request. If third-party verification is not available, the ABC Housing Agency will document the file with the reason and will attempt to obtain third-party verification.

The ABC Housing Agency will make a determination within thirty (30) days of receiving the required information. If the ABC Housing Agency determines that a family is eligible for relief, the family will receive a deduction for the child care expenses for 90 days.

The ABC Housing Agency may extend the exemption when the family requests an extension, either orally or in writing, prior to the end of the hardship exemption period. The ABC Housing Agency will extend relief for additional 90-day periods if the family demonstrates that it continues to qualify for the hardship exemption, and requests continued relief prior to the end of the exemption period. Updated verification based on the family's current circumstances will be required.

The ABC Housing Agency will notify the family if the hardship exemption is no longer necessary and will be terminated because the circumstances that made the family eligible for the exemption are no longer applicable. The notice will state the termination date and provide 30 days' notice of rent increase, if applicable.

8.1.5.2 Hardship Relief for Health and Medical or Unreimbursed Attendant Care and Auxiliary Apparatus expenses

To receive general relief, a family must demonstrate that the family's unreimbursed health and medical care expenses or unreimbursed reasonable attendant care and auxiliary apparatus expenses increased, or the family's financial hardship is a result of a change in circumstances, including awaiting an eligibility determination for a federal, state, or local assistance program, the family's income decreased due to loss of employment, death of a family member, or a declared natural disaster.

The ABC Housing Agency will make a determination within thirty (30) days of receiving the required information. If the ABC Housing Agency determines that a family is eligible for general relief, the family will receive a deduction for the sum of the eligible expenses that exceed 5 percent of annual income. The family's hardship relief ends when the circumstances that made the family eligible for the relief are no longer applicable or after 90 days, whichever comes earlier.

The ABC Housing Agency may extend the exemption when the family requests an extension, either orally or in writing, prior to the end of the hardship exemption period. The ABC Housing Agency will extend relief for additional 90-day periods if the family demonstrates that it continues to qualify for the hardship exemption, and requests continued relief prior to the end of the exemption period. Updated verification based on the family's current circumstances will be required.

The ABC Housing Agency will notify the family if the hardship exemption is no longer necessary and will be terminated because the circumstances that made the family eligible for the exemption are no longer applicable. The notice will state the termination date and provide 30 days' notice of rent increase, if applicable.

8.2 Receipt of HUD Letter or Notice Concerning Income

If a Section 8 participant receives a letter or notice from HUD concerning the amount or verification of family income, the letter will be brought to the person responsible for income verification within thirty (30) calendar days of receipt by the participant.

The ABC Housing Agency will promptly reconcile any difference between the amount reported by the participant and the amount listed in the HUD communication.

After the reconciliation is complete, the ABC Housing Agency will, if appropriate, adjust the participant's rent contribution beginning at the start of the next month. If the reconciliation is completed during the final five (5) calendar days of the month, the new rent will take effect on the first day of the second month following the month of reconciliation.

If the participant had not previously reported the proper income, the ABC Housing Agency will do one of the following:

1. Immediately collect the assistance overpaid by the ABC Housing Agency;
2. Establish a repayment plan for the resident to pay the sum due to the ABC Housing Agency:
3. Terminate the participant from the program for fraud or failure to report income; or
4. Terminate the participant from the program for failure to report income and collect the assistance overpaid by the ABC Housing Agency.

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9 VERIFICATION OF INFORMATION

The ABC Housing Agency will verify information related to, but not limited to the following:

1. Waiting list preferences;
2. Income, assets, and expenses;
3. Initial and continuing eligibility and rent determination;
4. Disability status and the need for a live-in aide or other reasonable accommodation;
5. Full-time student status of family members 18 years of age and older;
6. Social security numbers;
7. Citizenship/eligible non-citizen status; and
8. Age and relationship when necessary to determine the level of assistance.

9.1 FREQUENCY OF OBTAINING VERIFICATION

The following information will be verified at least annually:

1. Household composition, and
2. Income, assets and expenses.

The following information will be verified only once prior to admission:

1. Social Security Number. When a family member who did not have a Social Security Number at admission receives a Social Security Number, that number will be verified at the next regular reexamination. Likewise, when a child turns six, their verification will be obtained at the next regular reexamination.
2. Citizen/eligible noncitizen status, unless the family member is an eligible immigrant in a transitional stage of admission. In this situation, their status must be updated until they are admitted for permanent residency. If the status of any family member was not determined prior to admission, verification of their status will be obtained at the next regular reexamination. Prior to a new member joining the family, their status will be verified.

9.2 METHODS OF VERIFICATION

There are six methods of verification ranked from highest (mandatory use) to lowest (last resort). The following chart from PIH Notice 2017-12 presents this verification ranking.

Level	Verification Technique	Ranking
6	**Up-front Income Verification (UIV)** using HUD's Enterprise Income Verification (EIV) system (not available for income verifications of applicants)	**Highest** (Mandatory) ABC Housing Agency must pull the EIV Income Report for each family at every Annual Reexamination. EIV may be used as the sole verification of Social Security income. EIV income information may be used to calculate other types of annual income when family agrees.
5	**Up-front Income Verification (UIV)** using non-HUD system	**Highest** (Optional)
4	**Written Third-Party Verification from the Source OR EIV + Self-Certification**	**High** Mandatory to supplement EIV-reported income sources and when EIV has no data; Mandatory for non-EIV reported income sources; Mandatory when participant disputes EIV-reported employment and income information and is unable to provide acceptable documentation to support dispute; Optional. The EIV Income Report may be used to verify and calculate income if the family self-certifies that the amount is accurate and representative of current income. The family must be provided with the information from EIV.
3	**Written Third-Party Verification Form**	**Medium-Low** (Mandatory if written third-party verification documents are not available or rejected by the PHA; and when the applicant or participant is unable to provide acceptable documentation)
2	**Oral Third-Party Verification**	**Low** (Mandatory if written third-party verification is not available)
1	**Tenant Declaration / Self-Certification**	**Low** (Use as a last resort when unable to obtain any type of third-party verification or if specifically permitted, such as to determine annual income from assets when the family certifies that net family assets do not exceed $50,000). May be used as highest form of verification when the family reports zero income.

9.2.1 UP-FRONT INCOME VERIFICATION (UIV)

Up-front Income Verification (UIV) is the verification of income through an independent source that systematically and uniformly maintains income information in computerized form for a large number of individuals. UIV resources include:

1. Enterprise Income Verification (EIV);
2. State Wage Information Collection Agencies (SWICAs);
3. State systems for the Temporary Assistance for Needy Families (TANF) program;
4. Credit Bureau Information (CBA) credit reports;
5. Internal Revenue Service (IRS) Letter 1722;
6. Private sector databases (e.g., The Work Number);
7. Additional UIV resources that may become available.

The ABC Housing Agency will use UIV data only to verify a participant's eligibility for participation in a rental assistance program and to determine the level of assistance the participant is entitled to receive. This may be done before, during and/or after examinations and/or re-examinations of household income.

The ABC Housing Agency may independently verify UIV information and will provide the participant an opportunity to contest any adverse findings through the established review procedure before taking any adverse action. The consequences of adverse findings may include the ABC Housing Agency denying admission, requiring the immediate payment of any over-subsidy, entering into a repayment agreement, eviction, criminal prosecution, or any other appropriate remedy.

The information the ABC Housing Agency derives from the UIV system will be protected to ensure that it is utilized solely for official purposes and not disclosed in any way that would violate the privacy of the affected individuals.

When any verification method other than Up-Front Income Verification is utilized, the ABC Housing Agency will document the reason for the choice of the verification methodology in the applicant/tenant file.

9.2.1.1 ENTERPRISE INCOME VERIFICATION (EIV)

The Enterprise Income Verification (EIV) is a mandatory up-front income verification system that the ABC Housing Agency must use for all annual and interim re-examinations, including

streamlined reexaminations. The EIV System is a web-based application that provides employment, wage, unemployment compensation and social security benefit information of tenants who participate in HUD's programs under the jurisdiction of the Office of Public and Indian Housing.

Information in EIV is derived from computer matching programs initiated by HUD with the Social Security Administration (SSA) and the U.S. Department of Health and Human Services (HHS), for all program participants with valid personal identifying information (name, date of birth, and social security number) reported on the form HUD-50058.

The EIV Income Report must remain in the tenant file for the duration of tenancy and no longer than three years from the end of participation (EOP) date. The ABC Housing Agency is required to maintain at a minimum, the last three years of the form HUD-50058, and supporting documentation for all annual and interim reexaminations of family income. All records are to be maintained for a period of at least three years from the effective date of the action. Once the data has served its purpose, it will be destroyed by either burning or shredding the data.

More information about how the ABC Housing Agency utilizes the EIV system can be found in Chapter 24.

9.2.2 WRITTEN THIRD-PARTY VERIFICATION

Third –Party Written Verification will be used:

1. When UIV is not available;
2. To supplement UIV;
3. When the tenant disputes UIV results; and
4. When there is a discrepancy between UIV and the tenant-provided documents and the participant disputes the UIV results.

Third-party written verification includes written documentation sent directly to and received directly from a source. When requesting third-party verification, the ABC Housing Agency will send the release form signed by the applicant/tenant.

The ABC Housing Agency will allow ten (10) business days for the return of third-party written verification prior to continuing on to the next level of verification. The ABC Housing Agency may follow up with the source prior to continuing on to the next level of verification.

Third-party written verification may also be an original or authentic and complete document generated by a third-party source and in the possession of the tenant or applicant. This type of documentation is also referred to as tenant-provided documentation and must be dated within the sixty (60) day period preceding the ABC Housing Agency request or date of interview.

Examples of tenant-provided third-party written verification documents include, but are not limited to: consecutive pay stubs, payroll summary reports, hire/termination letters from employers, current SSA benefit information, bank statements, child support payment receipts, child care payment receipts, welfare benefit letters or print-outs, and proof of the start or stop of unemployment benefits.

Photocopies of the documents, excluding government checks, provided by the family will be maintained in the file. In cases in which documents are viewed and cannot be photocopied, staff reviewing the documents will complete a written statement as to the contents of the document(s).

Third party verification of SS and SSI benefits will be obtained through the EIV system, which is updated every three months. If the tenant agrees with the EIV-reported benefit information, the ABC Housing Agency will not request a benefit verification letter from the tenant. If the tenant disputes the EIV information, then the ABC Housing Agency will require the tenant to obtain an official Social Security Administration letter of benefits dated within the last sixty (60) days. If either of these forms of verification are not obtainable, then the reason(s) third-party verification was not used will be documented in the participant file.

For new income sources or when two consecutive pay stubs are not available, the ABC Housing Agency will project income based on the information from a traditional written third-party verification or the best available information.

Examples of acceptable 3rd-party verification and tenant-provided 3rd-party verification can be found in Chapter 23.

9.2.2.1 REJECTION OF APPLICANT/PARTICIPANT-PROVIDED DOCUMENTS

The ABC Housing Agency may reject any participant-provided documentation, if it deems the documentation unacceptable. Documentation provided by the participant will only be rejected for only the following reasons:

1. The document is not an original; or
2. The original document has been altered, mutilated, or is not legible; or
3. The document appears to be a forged document (i.e., does not appear to be authentic).

The ABC Housing Agency will explain to the participant, the reason(s) the submitted documents are not acceptable and request the participant to provide additional documentation. If at any time, the participant is unable to provide acceptable documentation that the ABC Housing Agency deems necessary to complete the income determination process, the Agency will submit a traditional third-party verification form to the third-party source for completion and submission to the ABC Housing Agency.

If the third-party source does not respond to the ABC Housing Agency's request for information, the Agency is required to document the participant file of its attempt to obtain third-party verification and that no response to the third-party verification request was received.

The ABC Housing Agency will then pursue lower-level verifications in accordance with the verification hierarchy.

9.2.2.2 WRITTEN THIRD-PARTY VERIFICATION FORM

The written third-party verification form is a standardized form used by the ABC Housing Agency to collect information from a third-party. The ABC Housing Agency sends the form directly to the third-party, along with a release form signed by the applicant/tenant, and third-party completes the form and returns it directly to the ABC Housing Agency.

HUD recognizes that third-party verification request forms sent to third-party sources often are not returned. In other instances, the person who completes the verification form may provide incomplete information; or some participants may collude with the third-party source to provide false information; or the participant intercepts the form and provides false information.

HUD requires the ABC Housing Agency to rely on documents that originate from a third-party source's computerized system and/or database, as this process reduces the likelihood of incorrect or falsified information being provided on the third-party verification request form. The use of acceptable participant-provided documents, which originate from a third-party source, will improve the integrity of information used to determine a family's income and rent and ultimately reduce improper subsidy payments. This verification process will also streamline the income verification process.

The ABC Housing Agency will allow fifteen (15) calendar days for the return of third-party written verifications prior to continuing on to the next type of verification.

9.2.3 ORAL THIRD-PARTY VERIFICATION

Third-party oral verification will be used when written verification is delayed or not possible.

Third-party oral verification includes direct ABC Housing Agency contact with the source, in person or by telephone. When this method is used, ABC Housing Agency will document in writing with whom they spoke, the date of the conversation, the telephone number of the person spoken with, and the facts obtained.

The ABC Housing Agency will allow fifteen (15) calendar days for return contact for third-party oral verifications prior to continuing on to the next type of verification.

9.2.4 APPLICANT OR PARTICIPANT SELF-DECLARATION

When UIV/EIV or written and oral third-party verifications are not available, the ABC Housing Agency will accept a statement detailing the information needed, and signed by the head, spouse, co-head, or other adult family member under penalty of perjury. The charts in Chapter 23 outline the factors that may be verified and give common examples of the verification that will be sought.

9.2.4.1 SELF-CERTIFICATION OF ASSETS

Applicants and participants may self-certify that they do not have assets that exceed $50,000 or the most recent amount as published by HUD. The self-certification of assets must include certification of anticipated asset income. The ABC Housing Agency will obtain third-party verification of assets not less than every three years.

9.3 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS

The citizenship/eligible non-citizen status of each family member regardless of age must be determined. If no family member is determined to be eligible under this section, the family's eligibility will be denied.

Prior to being admitted, or at the first reexamination:

1. All citizens and nationals will be required to sign a declaration under penalty of perjury. They will be required to show proof of their status by such means as a birth certificate, military ID, or military DD 214 Form.
2. All eligible noncitizens who are 62 years of age or older will be required to sign a declaration under penalty of perjury. They will also be required to show proof of age.

3. All eligible noncitizens must sign a declaration of their status and a verification consent form and provide their original INS documentation. The ABC Housing Agency will make a copy of the individual's INS documentation and place the copy in the file. The ABC Housing Agency will also verify their status through the INS SAVE system. If the INS SAVE system cannot confirm eligibility, the ABC Housing Agency will mail information to the INS so a manual check can be made of INS records.

Family members who choose to not declare their status, or do not claim to be citizens, nationals, or eligible noncitizens must be listed on a statement of non-eligible members and the list must be signed by the head of the household.

Non-citizen students on student visas, though in the country legally, are not eligible to be admitted to public housing. If they are members of families that include citizens, the rent must be pro-rated.

The family's assistance will not be denied, delayed, reduced, or terminated because of a delay in the process of determining eligible status under this section, except to the extent that the delay is caused by the family.

If the ABC Housing Agency determines that a family member has knowingly permitted an ineligible non-citizen (other than any ineligible non-citizens listed on the lease) to permanently reside in their public housing unit, the family will be evicted or terminated from assistance and will not be eligible to be readmitted to Section 8 or public housing for a period of 24 months from the date of eviction or termination.

9.4 VERIFICATION OF SOCIAL SECURITY NUMBERS

The best verification of the Social Security Number (SSN) is the original Social Security card. If the card is not available, the ABC Housing Agency will accept an original document issued by a federal or state government agency that contains the name of the individual and the SSN of the individual.

9.4.1 APPLICANTS

Prior to admission, every family member regardless of age must provide the ABC Housing Agency with a complete and accurate Social Security Number unless they do not contend eligible immigration status.

9.4.2 PARTICIPANTS

New family members must provide Social Security Number verification prior to being added to the lease. If the new family member is under the age of six and has not been assigned a Social Security Number, the family will have ninety (90) calendar days after starting to receive assistance to provide a complete and accurate Social Security Number. The ABC Housing Agency may grant one ninety (90) day extension if it determines that the failure to comply was due to circumstances that could not have reasonably been foreseen and were outside the control of the person.

9.5 TIMING OF VERIFICATION

Verification information must be dated within sixty (60) calendar days of certification or reexamination. If the verification is older than sixty (60) days, the source will be contacted and asked to provide information regarding any changes.

Documents older than sixty (60) days are acceptable only for confirming effective dates of income.

9.6 DISCREPANCIES IN VERIFIED INFORMATION

An EIV Income Report will be pulled from the system before annual or interim reexamination are conducted for any family and compared with family-reported information. If the EIV report reveals an income source that was not reported by the participant or a substantial difference in the reported income information, the ABC Housing Agency will:

1. Discuss the income discrepancy with the participant; and
2. Request the participant to provide any documentation to confirm or dispute the unreported or underreported income and/ or income sources; and
3. In the event the participant is unable to provide acceptable documentation to resolve the income discrepancy, the ABC Housing Agency will request from the third-party source, any information necessary to resolve the income discrepancy; and
4. If applicable, determine the participant's underpayment of rent as a result of unreported or underreported income, retroactively; and
5. Take any other appropriate action.

The ABC Housing Agency will determine the retroactive rent as far back as the existence of complete file documentation (form HUD-50058 and supporting documentation) to support such retroactive rent determinations.

The participant will be provided an opportunity to contest the ABC Housing Agency's determination of overpayment of the HAP. Participants will be promptly notified in writing of any adverse findings made on the basis of the information verified through the aforementioned income discrepancy resolution process. The participant may contest the findings in accordance with established grievance procedures. The ABC Housing Agency will not terminate, deny, suspend, or reduce the family's assistance until the expiration of any notice or grievance period.

When there is an unsubstantial or no disparity between participant-reported and EIV-reported income information, the ABC Housing Agency will obtain from the participant, any necessary documentation to complete the income determination process.

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10 Rent and Housing Assistance Payment

The family must find an eligible unit under the program rules, with an owner who is willing to enter into a Housing Assistance Payments (HAP) contract with the ABC Housing Agency.

10.1 Rent Reasonableness

A reasonable rent is a rent to an owner that is not more than the rent charged for comparable units in the private unassisted market, and for comparable unassisted units in the premises. Rent reasonableness is determined:

1. Prior to the initial lease;
2. Before any increase in rent to owner is approved;
3. If sixty (60) calendar days before the contract anniversary date there is a five percent (5%) decrease in the published FMR as compared to the previous FMR; and
4. If the ABC Housing Agency or HUD directs that reasonableness be redetermined.

10.1.1 Owner Rent Certification

The owner must certify the rents charged for other units. By accepting the housing assistance payment each month, the owner is certifying that the rent to owner is not more than the rent charged by the owner for comparable unassisted units in the premises.

10.2 Maximum Subsidy

The ABC Housing Agency schedule of payment standards is used to calculate housing assistance payments and the maximum subsidy. A payment standard is “the maximum monthly assistance payment for a family before deducting the total tenant payment by the family”. The ABC Housing Agency is required by HUD to use Small Area Fair Market Rents (SAFMR) to calculate a payment standard. SAFMR’s are calculated at the zip code level and published annually by HUD.

The minimum payment standard will be 90% of the SAFMR and the maximum payment standard will be 110% of the SAFMR without prior approval from HUD, or the exception payment standard approved by HUD.

For a voucher tenancy in an insured or noninsured Section 515, Section 236 project, or a Section 221(d)(3) below market interest rate project the maximum subsidy may not exceed the basic rent charged including the cost of tenant-paid utilities. For a voucher tenancy in a HOME-assisted project, the maximum subsidy cannot exceed the payment standard.

10.2.1 Setting and Adjusting the Payment Standard

Program statutes require the ABC Housing Agency to establish a payment standard between 90% and 110% of the Small Area Fair Market Rent (SAFMR), unless an exception payment standard is approved by HUD.

The ABC Housing Agency will review its determination of the payment standard annually after publication of the FMRs, and may review the payment standard based on funding changes, or at other times when circumstances warrant review. When reviewing the payment standard, the ABC Housing Agency will consider vacancy rates and rents in the market area, and the size, quality and rents for units leased under the program. The ABC Housing Agency will also review the success rates of housing choice voucher holders in finding units outside areas of poverty concentration, lease-up time, and the volume of voucher holders paying more than 40% of income for rent.

To allow families a reasonable selection of modest, decent and safe housing in a range of neighborhoods, alleviate excessive rent burden or improve lease-up times the ABC Housing Agency may increase the payment standard within 110% of the published SAFMR. Payment standards will not be raised solely to allow the renting of “luxury” units.

Before increasing any payment standard, the ABC Housing Agency will conduct a financial feasibility test to ensure that in using the higher standard, adequate funds will continue to be available to assist families in the program.

If lease-up times are projected to be fast, the success of voucher holders finding units outside areas of poverty concentration is projected to be extremely high, and rents are projected to be at or below 30% of income, the ABC Housing Agency may reduce the payment standard.

Payment standards for each bedroom size are evaluated separately so that the payment standard for one-bedroom units may increase or decrease while another bedroom size unit remains unchanged.

10.2.1.1 SAFMR Hold Harmless Policy for Non-Moving Participants

If the amount on the payment standard schedule is decreased due to the implementation of SAFMRs while the family continues to reside in the assisted unit, the payment standard in effect as of the recertification prior to the decrease will remain in place. The payment standard shall be frozen at this level until such time as one of the following occurs:

1. The payment standard is equal to or above the frozen level;
2. The family moves; or

3. A change in household composition requires a change in payment standard at the next annual reexamination.

10.2.1.2 Reasonable Accommodation

The ABC Housing Agency may establish a higher payment standard (although still within 110% of the published SAFMR) as a reasonable accommodation for a family that includes people with disabilities. The ABC Housing Agency may request approval from HUD for a higher payment standard (up to 120% of the FMR) as a reasonable accommodation for a family that includes people with disabilities. If a higher payment standard is needed as a reasonable accommodation, the ABC Housing Agency must submit the following to HUD:

1. Whether the family is an applicant or participant family;
2. The number of household members including live in aide(s);
3. The voucher size the family is issued under the ABC Housing Agency subsidy standards or any exception to those standards granted through a reasonable accommodation request;
4. A statement from a health care provider regarding the nature of the disabled person's disability/ies and the features of the unit (which may include its location) which meet that person's needs when either the disability or the requested accommodation is not known or readily apparent;
5. The contract rent and utility allowance for the unit;
6. A statement from the ABC Housing Agency that the ABC Housing Agency has determined the rent for the unit is reasonable, and that the unit has the feature(s) required to meet the needs of the person with disabilities as noted in the statement from the health care provider;
7. The household's monthly adjusted income;
8. The SAFMR for the voucher size or unit size, whichever is smaller; and
9. Proposed effective date of the new lease or actual effective date of the lease renewal.

10.3 Family Payment Standard

1. The payment standard for a family is the lower of:
    a. The payment standard for the family unit size, or
    b. The payment standard for the unit size rented by the family.

2. A family may rent a unit size smaller than allowed on the voucher if the unit does not exceed maximum unit occupancy requirements.
3. A family may rent a unit size larger than allowed on the voucher, if:
    a. Approved for reasonable accommodation, or
    b. The family requests an exception and the gross rent is at or below the payment standard for the family unit size.
4. If the unit rented by a family is located in an exception rent area, the ABC Housing Agency will use the appropriate payment standard for the exception rent area.
5. During the HAP contract term for a unit, the amount of the payment standard for a family is the higher of:
    a. The initial payment standard (at the beginning of the lease term) minus any amount by which the initial rent to owner exceeds the current rent to owner, or
    b. The payment standard as determined at the most recent regular reexamination of family income and composition effective after the beginning of the HAP contract term.
6. If there is a change in family unit size resulting from a change in family size or composition, the new family unit size will be considered when determining the payment standard at the next annual reexamination.

To help families find housing outside areas of high poverty or when voucher holders are having trouble finding housing for lease under the program, the ABC Housing Agency may request that HUD approve an exception payment standard rent for certain areas. The exception areas may be of any size, though generally not smaller than a census tract and may not contain more than 50% of the population of the FMR area. Exception rents may be requested for all or some unit sizes, or for all or some unit types.

When an exception rent is approved by HUD and the SAFMR increases, the exception rent will remain unchanged until the ABC Housing Agency requests and HUD approves a higher exception rent. When an exception rent is approved by HUD and the SAFMR decreases, the exception rent automatically expires.

10.3.1 Manufactured Home Space Rental

For manufactured home space rental, the maximum subsidy under any form of assistance is the Fair Market Rent for the space as outlined in 24 CFR 982.888.

The payment standard for a participant renting a manufactured home space is the published FMR for rental of a manufactured home space.

1. The space rent is the sum of the following as determined by the ABC Housing Agency:
    a. Rent to the owner for the manufactured home space;
    b. Owner maintenance and management charges for the space; and
    c. Utility allowance for participant paid utilities.
2. The participant pays the rent to owner less the HAP.
3. The HAP equals the lesser of:
    a. The payment standard minus the total tenant payment; or
    b. The rent paid for rental of the real property on which the manufactured home owned by the family is located.

10.4 Assistance and Rent Formulas

10.4.1 Total Tenant Payment Formula

The total tenant payment is equal to the highest of:

1. 10% of the family's monthly income;
2. 30% of the family's adjusted monthly income;
3. The Minimum rent of $25.00; or
4. The portion of welfare payments designated specifically for housing cost's if the family is receiving payments for welfare assistance from a public agency and a part of those payments is specifically designated to meet the family's housing cost, plus any rent above the payment standard.

If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the total tenant payment is the amount resulting from one application of the percentage plus any rent above the payment standard.

During initial occupancy, the family cannot rent a unit if the tenant portion of the rent exceeds 40 percent (40%) of the family's adjusted income.

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10.4.1.1 MINIMUM RENT

The ABC Housing Agency has set the minimum monthly rent as $25.00. However, if the family requests a hardship exemption, the ABC Housing Agency will suspend the minimum rent for the family beginning the month following the family's hardship request. The suspension will continue until the ABC Housing Agency can determine whether hardship exists and whether the hardship is of a temporary or long-term nature. During suspension, the family will not be required to pay a minimum rent and the Housing Assistance Payment will be increased accordingly. A hardship exists in the following circumstances:

1. When the family has lost eligibility for or is awaiting an eligibility determination for a Federal, State or local assistance program including a family with a member who is a noncitizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for title IV of the Personal Responsibility and Work Opportunity Act of 1996;
2. When the family would be evicted because it is unable to pay the minimum rent;
3. When the family income has decreased because of changed circumstances, including loss of employment; and
4. When a death has occurred in the family.

If the ABC Housing Agency determines there is no qualifying hardship, the minimum rent will be reinstated. The family will be required to repay the ABC Housing Agency the minimum rent for the time the minimum rent was suspended.

If the ABC Housing Agency determines there is a qualifying temporary hardship, the minimum rent will not be imposed for a period of ninety (90) calendar days from the month following the date of the family's request. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. The ABC Housing Agency will offer a reasonable repayment agreement for any minimum rent back payment paid by the ABC Housing Agency on the family's behalf during the period of suspension.

If the ABC Housing Agency determines there is a qualifying long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.

The family may use the informal hearing procedure to appeal the ABC Housing Agency determination regarding the hardship. No escrow deposit will be required to access the informal hearing procedures.

10.4.2 PRORATED ASSISTANCE FOR MIXED FAMILIES

A mixed family is one that includes at least one US Citizen or eligible immigrant and any number of ineligible members. HUD regulations prohibit assistance to ineligible family members. The ABC Housing Agency will prorate the assistance to a mixed family by:

1. Finding the prorated housing assistance payment (HAP) by dividing the HAP by the total number of family members, and then multiplying the result by the number of eligible family members.
2. Obtaining the prorated family share by subtracting the prorated HAP from the gross rent (contract rent plus utility allowance).

The prorated resident rent equals the prorated family share minus the full utility allowance.

A mixed family will receive full continuation of assistance if all of the following conditions are met:

1. The family was receiving assistance on June 19, 1995;
2. The family was granted continuation of assistance before November 29, 1996;
3. The family's head or spouse has eligible immigration status; and
4. The family does not include any person who does not have eligible status other than the head of household, the spouse of the head of household, any parent of the head or spouse, or any child (under the age of 18) of the head or spouse.

10.4.3 UTILITY ALLOWANCE

The ABC Housing Agency maintains a utility allowance schedule for all tenant-paid utilities (except telephone and cable television), for cost of tenant-supplied refrigerators and ranges, and for other tenant-paid housing services (e.g., trash collection (disposal of waste and refuse)).

The utility allowance schedule is determined based on the typical cost of utilities and services paid by energy-conservative households that occupy housing of similar size and type in the same locality. In developing the schedule, the ABC Housing Agency uses normal patterns of consumption for the community as a whole and current utility rates.

ABC Housing Agency's jurisdiction covers all of Maricopa County. To avoid confusion for participants and to ensure consistency for program assistance regardless of the jurisdiction a participant is leasing in, the ABC Housing Agency will utilize the utility allowances established by existing PHA's throughout Maricopa County to establish an average utility allowance.

The ABC Housing Agency uses the lower of the appropriate utility allowance for the voucher size or the utility allowance amount for the unit size of the unit actually leased by the family.

The utility allowance will be subtracted from the family's share to determine the amount of the Tenant Rent. The Tenant Rent is the amount the family owes each month to the owner. The amount of the utility allowance is then still available to the family to pay the cost of their utilities. Any utility cost above the allowance is the responsibility of the participant. Any savings resulting from utility costs below the amount of the allowance belongs to the participant.

10.4.3.1 Utility Reimbursement

The ABC Housing Agency will pay utility reimbursement payments directly to the utility company when the utility allowance exceeds the total tenant payment amount.

10.4.3.2 Utility Allowance Revision

The ABC Housing Agency will ensure that they receive annual updates to the utility allowances from each PHA in Maricopa County. The ABC Housing Agency maintains information supporting the annual review of utility allowances and any revisions made in its utility allowance schedule. Participants may review this information at any time by making an appointment with the ABC Housing Agency.

At each reexamination, the ABC Housing Agency applies the utility allowance from the most current utility allowance schedule.

10.4.3.3 Reasonable Accommodation

The ABC Housing Agency may approve a request for a utility allowance that is higher than the applicable amount on the utility allowance schedule if a higher utility allowance is needed as a reasonable accommodation to make the program accessible to and usable by the family member with a disability.

10.5 Distribution of Housing Assistance Payment

Housing Assistance Payments (HAP) are paid to the owner in accordance with the terms of the HAP Contract. HAP may only be paid to the owner during the lease term and while the family is residing in the unit.

The ABC Housing Agency pays the owner the lesser of the housing assistance payment or the rent to owner. If payments are not made within 60 business days of when due after the first two months of the HAP contract term, the owner may charge the ABC Housing Agency a late

payment, agreed to in the Contract and in accordance with generally accepted practices in the ABC Housing Agency jurisdiction if the following conditions apply:

1. It is the owner's practice to charge such penalties for assisted and unassisted residents, and
2. The owner also charges such penalties against the resident for late payment of family rent to the owner.

Late charges will not be paid when the reason for the lateness is attributable to factors beyond the control of the ABC Housing Agency.

A housing assistance payment is considered made when mailed or submitted for electronic payment by the ABC Housing Agency.

Unless otherwise terminated, the housing assistance payment contract will end 180 calendar days after the last housing assistance payment is made.

10.5.1 Owner HAP Repayment

If an owner receives HAP for any month in which the owner is ineligible to receive HAP because of a deceased tenant, the ABC Housing Agency will immediately notify the owner in writing of the ineligible HAP and require the owner to repay the overpayment within 30 days. If the owner does not comply, the ABC Housing Agency may deduct the amount due to the Authority from any amounts due to the owner under any other HAP contract. If there is no other HAP contract with the owner, the ABC Housing Agency may seek and obtain additional relief by judicial order or action in accordance with state and local laws.

In instances where a deceased single member household has been deceased for a period greater than 6 months and the owner received HAP, the ABC Housing Agency may determine that the owner has breached the HAP contract. As such, the ABC Housing Agency may exercise any of its rights and remedies under the HAP contract, or any other available rights and remedies for such breach. The ABC Housing Agency will notify the owner of such determination, including a brief statement of the reasons for the determination. The notice by the Authority to the owner may require the owner to take corrective action, as verified or determined by the ABC Housing Agency, by a deadline prescribed in the notice.

10.6 Change of Ownership

The ABC Housing Agency requires a written request by the owner who executed the HAP contract to make changes to who is receiving the ABC Housing Agency rent payment or the address to which the rent payment is sent.

In addition, the ABC Housing Agency requires a written request from the new owner to process a change of ownership. The following documents must accompany the written request:

1. Deed of Trust showing the transfer of title; and
2. Tax Identification Number or Social Security Number.

New owners will be required to execute IRS form W-9. The ABC Housing Agency may withhold the HAP until the W-9 and taxpayer identification number are received.

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11 CONTINUED ASSISTANCE AND RECERTIFICATION

The ABC Housing Agency will ensure that participants continue to meet the eligibility criteria for assistance. This includes:

1. Reviewing and approving changes to the lease, rent, or owner;
2. Reexamining and recertifying income, family composition and continued eligibility at least annually;
3. Conducting interim or special examinations during the income year as needed; and
4. Reviewing family moves with continued assistance.

11.1 LEASE CHANGES

If the participant and owner agree to any changes in the lease, all changes must be in writing, and signed and dated by the participant and owner. The owner must immediately give the ABC Housing Agency a copy of the changes. The lease, including any changes, must be in accordance with this Administrative Plan and HUD Requirements.

Assistance will not be continued unless the ABC Housing Agency has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner if any of the following changes are made:

1. Requirements governing participant or owner responsibilities for utilities or appliances;
2. Reduction in the length of the lease;
3. If the participant moves to a new unit, even if the unit is in the same building or complex.

Owners wishing to change ownership must receive the written permission of the ABC Housing Agency prior to assigning a HAP contract. The owner must inform the ABC Housing Agency of the impending change and give the ABC Housing Agency thirty (30) calendar days to approve/disapprove the new owner in accordance with the ABC Housing Agency owner approval policy.

11.2 RENT ADJUSTMENTS

Owners must notify the ABC Housing Agency and tenants of any adjustments (increase or decrease) in the amount of the rent at least sixty (60) calendar days before the changes go into effect. All changes are subject to the ABC Housing Agency determining them to be rent

reasonable. A rent increase will not be approved if the landlord fails to provide proper advance notice to both the ABC Housing Agency and the family.

Owners may request not more than one rent increase per year. If the tenant is in an initial lease term, rent adjustments will be processed no earlier than sixty (60) days before the lease expiration date.

11.3 Repayment Agreements

When a participant owes the ABC Housing Agency back charges and is unable to pay the balance by the due date, the participant may request that the ABC Housing Agency allow them to enter into a Repayment Agreement. The ABC Housing Agency has the sole discretion of whether to accept such an agreement. All Repayment Agreements must assure that the full payment is made within a period not to exceed 60 months. If feasible, the total amount paid will not exceed 40% of monthly adjusted income.

All Repayment Agreements must be in writing, signed by both parties, and include the following elements:

1. Total amount owed, amount of any lump sum payment made at the time of execution, and the monthly repayment amount.
2. Reference to the information packet and/or administrative plan sections that explain participant non-compliance that may result in termination of assistance.
3. A statement that the monthly repayment amount is in addition to the family's regular rent contribution and is payable to the ABC Housing Agency.
4. A statement that the terms of the agreement may be renegotiated if there is a decrease or increase in the family's income.
5. A statement that late and missed payments constitute default of the repayment agreement and may result in termination of assistance.

Refusal to enter into a Repayment Agreement for monies owed will subject the family to eviction procedures.

11.4 Annual Recertification/Reexamination

At least annually, based on the anniversary date, the ABC Housing Agency will conduct a recertification/reexamination of family income and circumstances to determine:

1. Continued eligibility,

2. The rent the family will pay, and
3. Whether the family subsidy is correct based on the correct family unit size.

The initial contract establishes the anniversary date for all new admissions. For continuing participants who move or transfer to other units, the effective date of the unit transfer date will determine the next annual reexamination date.

The effective date of an annual reexamination may be no more than twelve months from the effective date of the previous year's annual reexamination, or the anniversary date of the HAP Contract if within the first year of the contract.

11.4.1 NOTIFICATION

The ABC Housing Agency will send a notification letter to the family letting them know that it is time for their annual reexamination. The notice will include:

1. Required reexamination documents, document instructions and the date by which the required documents must be returned to the ABC Housing Agency;
2. Date and time of the scheduled mandatory appointment;
3. A reminder that all adult household members 18 years and older must attend the appointment;
4. Instructions on how the family may reschedule the appointment if necessary; and
5. Instructions for families who may need to make alternate arrangements due to a disability, including how to contact staff to request an accommodation of their needs.

11.5 ANNUAL RECERTIFICATION INTERVIEW

During the annual reexamination the ABC Housing Agency will:

1. Conduct a reexamination of family income and circumstances based on family-provided information regarding income, assets, deductions (eligible expenses), and other information necessary to determine the family's share of rent;
2. Ask whether any household member is subject to the lifetime registration requirement under a state registration program. The ABC Housing Agency will verify this information using the Dru Sjodin National Sex Offender Database and document this information in the same method used at admission;
3. Ask whether any household member has disclosed his or her criminal history;

4. Review the family's current lease options to remain in the current unit, move with continued assistance in the ABC Housing Agency jurisdiction, or exercise portability; and
5. Have the family sign the HUD consent form and other consent forms that later will be mailed to the sources that will verify the family circumstances, when:
    1. Any person 18 years or older becomes a member of the family; or
    2. A member of the family turns 18 years of age; or
    3. Otherwise instructed by HUD or the ABC Housing Agency.

If a family is about to be evicted or terminated from assistance based on either the criminal check or the sex offender registration program, the family will be informed of this fact and given an opportunity to dispute the accuracy of the information before the eviction or termination occurs.

11.5.1 Asset limitation Test at Recertification

The ABC Housing Agency has adopted a policy of limited enforcement when net family assets exceed $100,000 (as adjusted annually by HUD) at the time of the annual recertification. Families who are found to be out of compliance at reexamination must submit evidence of compliance no later than six months from the recertification date. Families may cure non-compliance by:

1. Purchasing personal property that is not counted among net family assets;
2. Moving assets to a qualified retirement plan;
3. Disposing of the asset for fair market value.

Families not in compliance with the asset limitation test at recertification and that do not provide evidence of compliance within six months will be terminated from the program.

11.5.2 Recertification for Fixed-income Families (24 CFR 982.516(b))

The ABC Housing Agency may conduct a streamlined reexamination of income for elderly families and disabled families when 100 percent of the family's income consists of fixed income, when the family certifies that:

1. 100 percent or more of their unadjusted income is fixed income; and
2. Their sources of fixed income have not changed from the previous year.

The ABC Housing Agency will recalculate family income by applying any published cost of living adjustments (COLA) or current interest rate for each source of fixed income to the previously

verified income amount. The ABC Housing Agency will obtain third party verification if no public verification or tenant-provided documentation is available.

For the purposes of this provision, the term “fixed income” includes periodic payments at reasonably predictable levels from:

1. Social security payments, including Supplemental Security Income (SSI) and Supplemental Security Disability Insurance (SSDI);
2. Federal, State, local, and private pension plans;
3. Other periodic payments received from annuities, insurance policies, retirement funds, disability or death benefits, and other similar types of periodic receipts that are of substantially the same amounts from year to year; and
4. Any other source of income subject to adjustment by a verifiable Cost-of-Living Adjustment (COLA) or current rate of interest.

For the second and third income determination involving a family member whose income was previously adjusted using a streamlined income determination, the COLA will be applied to the year one amount that was previously adjusted by a COLA.

Every fourth year, the ABC Housing Agency will require an interview with the family and third-party verification of all income amounts as described in the annual reexamination policies.

A fixed-income family may elect to participate in the regular reexamination process.

11.5.3 NOTIFICATIONS

The ABC Housing Agency will send a notification letter to the family letting them know:

1. That the streamlined income will be conducted,
2. That they may participate in the regular examination process if they choose, and
3. Advance notice of any tenant rent changes will be mailed.

11.6 EFFECTIVE DATE OF RENT CHANGES FOR ANNUAL REEXAMINATIONS

11.6.1 RENT INCREASE

Advance notice of a tenant rent increase is mailed to the family at least thirty (30) calendar days prior to the scheduled effective date of the rent increase.

Rent increases are effective on the anniversary date, unless a 30-day advance notice cannot be issued. When a 30-day advance notice cannot be issued the rent increase will be delayed to the following month, unless the delay in notification was caused by an action or inaction of the family.

If there has been a misrepresentation or a material omission by the family, or if the family causes a delay in reexamination processing, the ABC Housing Agency will determine the retroactive rent as far back as the existence of complete documentation, and a collection notice will be issued to the family for overpaid assistance.

An approved rent increase, in which the landlord provided proper sixty (60) day notices to both the ABC Housing Agency and the family, will be processed effective the date of the rent increase.

11.6.2 Rent Decrease

Rent decreases are effective on the anniversary date. Delays in processing caused by an action or inaction of the family will be effective the first of the month after the rent amount is determined.

11.7 Interim Reexaminations

A family must report any change in household composition (adding or removing household members), or an increase or decrease in family income and/or assets since their last reexamination within ten (10) calendar days.

The ABC Housing Agency will conduct an interim reexamination only when:

1. A household adds or removes members, including family members, foster adults, foster children, and live-in aides, regardless if the change results in a decrease, increase, or no change in the family's annual adjusted income.
2. The household income decreases by any amount.
3. There is an increase in *unearned* income of 10 percent or more in adjusted income.
4. There is an increase in *earned* income of 10 percent or more and the family previously received an interim reduction during the same reexamination cycle.

During an interim reexamination, only information affected by the changes being reported will be reviewed and verified.

The ABC Housing Agency will not conduct an interim reexamination during the last three months of the certification period if a family reports an income increase within three months of their next annual reexamination date.

11.7.1 Adding a Household Member

To add a household member other than through birth, adoption, or court-awarded custody, including a live-in aide, the family must request that the new member be added to the lease.

Before adding the new member to the lease, the individual must complete an application form stating their income, assets, and all other information required of an applicant. The individual must provide their Social Security Number if they have one, and must verify their citizenship/eligible immigrant status; their housing will not be delayed due to delays in verifying eligible immigrant status other than delays caused by the family.

The new family member will go through the same screening process as applicants. The ABC Housing Agency will determine the eligibility of the individual before allowing them to be added to the lease. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal review. If the individual is found to be eligible and does pass the screening criteria, the ABC Housing Agency will grant approval to add their name to the lease as approved by the landlord. The family's annual income and new rent will be recalculated taking into account the income and circumstances of the new family member.

11.7.2 Family Break-up

When an assisted family or a family that has been issued a voucher divides into two otherwise eligible families, and cannot agree about which family unit should retain the voucher, and there is no determination by a court, the ABC Housing Agency will consider the following factors:

1. The interest of minor children or of ill, elderly, or disabled family members.
2. To whom the housing choice voucher was issued.
3. Whether the assistance should remain with the family members remaining in the unit.
4. If the family break-up is the result of an occurrence of domestic violence, dating violence, sexual assault or stalking, the ABC Housing Agency will ensure the victim retains assistance, considering the following:
    a. The interest of minor children or of ill, elderly, or disabled family members.
    b. Whether the assistance should remain with the family members remaining in the unit.

c. Whether family members are forced to leave the unit as a result of actual or threatened domestic violence, dating violence, sexual assault, or stalking.

d. Whether any of the family members are receiving protection as victims of domestic violence, dating violence, sexual assault or stalking and whether the abuser is still in the household.

Documentation of these factors is the responsibility of the requesting parties.

Because of the number of possible different circumstances, the ABC Housing Agency will make determinations on a case-by-case basis.

The ABC Housing Agency decision on who will be assigned the voucher will be issued in writing to both parties within ten (10) business days of the request for assignment. The party not assigned the voucher may request an informal hearing.

If a court determines the disposition of the voucher, the ABC Housing Agency will be bound by the court's determination.

11.8 Effective Date of Rent Changes for Interim Reexaminations

11.8.1 Rent Increase – Changes Reported Timely

Advance notice of a tenant rent increase is mailed to the family at least thirty (30) calendar days prior to the scheduled effective date of the rent increase.

Rent increases are effective the first of the month beginning after the end of that 30-day period.

11.8.2 Rent Increase – Changes NOT Reported Timely

If the family has failed to report a change in family income or composition in a timely manner, the ABC Housing Agency must implement any resulting rent increases retroactively to the first day of the month following the date of the change leading to the interim reexamination of family income. The ABC Housing Agency will clearly communicate the effect of any retroactive rent adjustment to the family. A collection notice will be issued to the family for overpaid assistance.

11.8.3 Rent Decrease – Changes Reported Timely

Rent decreases are effective the first day of the month after the date of the actual change leading to the interim reexamination. This means the decrease will be applied retroactively.

11.8.4 Rent Decrease – Changes NOT Reported Timely

Delays in processing caused by an action or inaction of the family, including failure to report the change in a timely manner, will be effective the first of the month after the rent amount is determined.

11.9 ABC Housing Agency Errors in Rent Calculation

If at any time during the income year, an error is discovered in the ABC Housing Agency rent calculation and:

1. The error results in a participant rent decrease, the participant will receive a refund for the amount of the overcharge going back a maximum of twelve (12) months and a rent decrease will become effective the following month.

    a. The refund will be paid to the landlord as credit for future month's rent within thirty (30) days. If the participant owes the ABC Housing Agency money, the participant debt will be offset by the refund.

2. The error results in a rent increase, a rent increase will be made effective the first day of the second month following the month after the error is discovered and notice is provided the participant.

11.10 When a Family May Move with Continued Assistance

For families already participating in the Housing Choice Voucher Program, the ABC Housing Agency will allow the family to move to a new unit and the ABC Housing Agency will issue a new voucher if:

1. The family is not in their initial twelve-month lease term, unless the move is necessitated for a reason other than family choice;
2. The family has not moved within the past twelve months, unless the move is necessitated for a reason other than family choice;
3. The assisted lease for the old unit has terminated;
4. The owner has given the resident a notice to vacate, has commenced an action to evict the family, or has obtained a court judgment or other process allowing the owner to evict the participant;
5. The participant has given notice of lease termination (if the participant has a right to terminate the lease on notice to the owner);
6. The family has not violated a family obligation;

7. The family does not owe the ABC Housing Agency or any other PHA money; or
8. The family asserts that grounds for moving is an instance of domestic violence, dating violence, sexual assault or stalking as provided for in the Violence Against Women Act.

The ABC Housing Agency will not terminate assistance if the family, with or without prior notification to the ABC Housing Agency, already moved out of a unit in violation of the lease, if such move occurred to protect the health or safety of a family member who is or has been the victim of domestic violence, dating violence, or stalking and who reasonably believed he or she was imminently threatened by harm from further violence if he or she remained in the dwelling unit.

11.10.1 Denial for Insufficient Funding

The ABC Housing Agency must have sufficient funding for continued assistance. The ABC Housing Agency will only deny a request to move due to insufficient funding if:

1. The move is to a higher cost unit; and
2. The ABC Housing Agency would be unable to avoid termination of current participants during the calendar year to remain within its budget allocation housing assistance payments, including any HAP reserves.

11.10.2 Exceptions to Moves Within Twelve Months

Exception to moves made within the initial twelve-month lease or when the family has already moved in the past twelve months may be made:

1. If the family can demonstrate a reason outside the control of the family such as a medical emergency or
2. If needed as a reasonable accommodation.

11.11 Family Moves Procedures

Families considering transferring to a new unit will be scheduled to attend a recertification appointment. All families who are moving, including any families moving into or out of the ABC Housing Agency's jurisdiction, will be required to attend a recertification appointment prior to the ABC Housing Agency entering a new HAP contract on their behalf.

This appointment is intended to provide the following:

1. A refresher on program requirements and the family's responsibilities. Emphasis will be on giving proper notice and meeting all lease requirements such as leaving the unit in good condition;
2. Information about finding suitable housing and the advantages of moving to an area that does not have a high concentration of poor families;
3. Payment standards, exception payment standard rent areas, and the utility allowance schedule;
4. An explanation that the family share of rent may not exceed 40% of the family's monthly adjusted income if the gross rent exceeds the applicable payment standard when initially renting a unit;
5. Portability requirements and opportunities;
6. The need to have a reexamination conducted within 120 calendar days prior to the move;
7. An explanation and copies of the forms required to initiate and complete the move.

11.11.1 NOTICE REQUIREMENTS

Families are required to give proper written notice of their intent to terminate the lease. During the initial term, families may not end the lease unless they and the owner mutually agree to end the lease. If the family moves from the unit before the initial term of the lease ends without ABC Housing Agency or owner approval, it will be considered a serious lease violation and subject the family to termination from the program.

The ABC Housing Agency will assist families to complete and email the notice to the owner of the family's intent to terminate the lease.

11.11.2 HOUSING ASSISTANCE PAYMENTS

When a family moves out of an assisted unit, the ABC Housing Agency will not make any housing assistance payment to the owner for any month after the month the family moves out. The owner may keep the housing assistance payment for the month when the family moves out of the unit.

If a family moves from an assisted unit with continued assistance, the term of the assisted lease for the new assisted unit may begin during the month the family moves out of the first assisted unit. Overlap of the last housing assistance payment (for the month when the family moves out of the old unit) and the first assistance payment for the new unit is not considered to constitute a duplicative housing subsidy. However, the ABC Housing Agency will not pay more than ten days of overlap of HAP without special documented approval for extenuating circumstances,

such as a reasonable accommodation, when the family is moving under VAWA, or the family is displaced due to government action.

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12 TERMINATION OF THE LEASE AND HAP CONTRACT

The term of the lease and the term of the HAP contract are the same. They begin on the same date and they end on the same date. The lease may be terminated by the owner, by the participant, or by the mutual agreement of both. The owner may only terminate the contract by terminating the lease. The HAP contract may be terminated by the ABC Housing Agency. Under some circumstances the contract automatically terminates.

12.1.1 TERMINATION OF THE LEASE BY THE FAMILY

The family may terminate the lease without cause upon proper notice to the owner and to the ABC Housing Agency after the initial lease term. The length of the notice that is required is stated in the lease (generally 30 calendar days).

12.1.2 TERMINATION OF THE LEASE BY THE OWNER

The owner may terminate the lease during its term on the following grounds:

1. Serious or repeated violations of the terms or conditions of the lease.
2. Violation of Federal, State, or local law that imposes obligations on the participant in connection with the occupancy or use of the unit and its premises.
3. Criminal activity by the household, a guest, or another person under the control of the household that threatens the health, safety, or right to peaceful enjoyment of the premises by other persons (including property management staff) residing on the premises or in the immediate vicinity of the premises.
4. Any drug-related or violent criminal activity engaged in on or near the premises by any resident, household member, or guest, or such activity engaged in on the premises by any other person under the tenant's control.
5. When the owner determines that a household member is illegally using a drug or when the owner determines that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
6. If a participant is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or violating a condition of probation or parole imposed under Federal or State law.
7. If the tenant is violating a condition of probation or parole imposed under Federal or State law.

8. Other good cause. Other good cause may include, but is not limited to:
    a. Failure by the family to accept the offer of a new lease;
    b. Family history of disturbances of neighbors or destruction of property, or living or housekeeping habits resulting in damage to the property or unit;
    c. The owner's desire to utilize the unit for personal or family use or for a purpose other than use as a residential rental unit; or
    d. A business or economic reason such as sale of the property, renovation of the unit, desire to rent at a higher rental amount.

During the first year the owner may not terminate tenancy for other good cause unless the reason is because of something the household did or failed to do.

The owner may only evict the participant by instituting court action after or simultaneously providing written notice to the participant specifying the grounds for termination. The owner must give the ABC Housing Agency a copy of any owner eviction notice to the participant at the same time that the owner gives the notice to the participant.

The owner may terminate the contract at the end of the initial lease term or any extension of the lease term without cause by providing notice to the family that the lease term will not be renewed.

The owner may terminate tenancy and evict by judicial action a family for criminal activity by a covered person in accordance with this section if the owner determines that the covered person has engaged in a criminal activity, regardless of whether the covered person has been arrested or convicted for such activity and without satisfying the standard of proof used for a criminal conviction.

If the law and regulation permit the owner to take an action but do not require action to be taken, the owner may take or not take the action in accordance with the owner's standards for eviction. The owner may consider all of the circumstances relevant to a particular eviction case, such as:

1. The seriousness of the offending action;
2. The effect on the community of denial or termination or the failure of the owner to take such action;
3. The extent of participation by the leaseholder in the offending action;

4. The effect of denial of admission or termination of tenancy on household members not involved in the offending activity;
5. The demand for assisted housing by families who will adhere to lease responsibilities;
6. The extent to which the leaseholder has shown personal responsibility and taken all reasonable steps to prevent or mitigate the offending action; or
7. The effect of the owner's action on the integrity of the program.

The owner may require a family to exclude a household member in order to continue to reside in the assisted unit when that household member has participated in or been culpable for action or failure to act that warrants termination.

In determining whether to terminate tenancy for illegal use of drugs or alcohol abuse by a household member who is no longer engaged in such behavior, the owner may consider whether such household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program, or has otherwise been rehabilitated successfully. For this purpose, the owner may require the participant to submit evidence of the household member's current participation in, or successful completion of, a supervised drug or alcohol rehabilitation program or evidence of otherwise having been rehabilitated successfully.

The owner's termination of assistance actions must be consistent with the fair housing and equal opportunity provision of 24 CFR 5.105.

12.1.3 Termination of the Lease by Mutual Agreement

The family and the owner may at any time mutually agree to terminate the lease.

12.2 Termination of the Housing Assistance Contract

The owner may only terminate the contract by terminating the lease. The HAP contract may be terminated by the ABC Housing Agency. Under some circumstances the contract automatically terminates.

The contract will automatically terminate:

1. If the ABC Housing Agency terminates assistance to the family,
2. If the family moves out of the unit,
3. One hundred eighty (180) calendar days after the last housing assistance payment to the owner, or

4. When the owner terminates the lease.

The ABC Housing Agency may terminate the HAP contract because:

1. The ABC Housing Agency has terminated assistance to the family.
2. The unit does not meet NSPIRE space standards due to an increase in family size or change in family composition.
3. The family breaks up and the ABC Housing Agency determines that the family members who move from the unit will continue to receive the assistance.
4. The ABC Housing Agency determines that there is insufficient funding in their contract with HUD to support continued assistance for families in the program.
5. The owner has breached the contract in any of the following ways:
    a. Violated any obligation under the HAP contract for the dwelling unit, including the owner's obligation to maintain the unit in accordance with NSPIRE;
    b. Violated any obligation under any other housing assistance payments contract under Section 8 of the 1937 Act;
    c. Committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program;
    d. For projects with mortgages insured by HUD or loans made by HUD, failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement; or
    e. Engaged in drug-related criminal activity or any violent criminal activity.

12.2.1 FINAL HAP PAYMENT TO OWNER

The HAP payment stops when the lease terminates. The owner may keep the payment for the month in which the family moves out. If the owner has begun eviction proceedings and the family continues to occupy the unit, the ABC Housing Agency will continue to make payments until the owner obtains a judgment or the family moves out.

13 TERMINATION OF ASSISTANCE

The ABC Housing Agency must terminate program assistance for a participant because of any of the following actions or inactions by the household, family and family members:

1. Failure to keep appointments or provide documentation, including consent forms or revocation of consent to access financial records necessary for the participant to receive continued assistance.

2. Eviction from housing assisted under the Section 8 program for serious violations of the lease. If the family moves after a legal eviction order has been issued, whether or not physical enforcement of the order was necessary, the family will be considered evicted. Serious or repeated lease violations include, but are not limited to, nonpayment of rent, disturbance of neighbors, destruction of property, criminal activity, or living or housekeeping habits that cause damage to the unit or premises.

3. Failure to provide evidence of citizenship or eligible immigrant status and is not eligible for or does not elect continuation of assistance, proration of assistance, or temporary deferral of assistance.

4. Knowingly permitting an ineligible noncitizen (other than any ineligible noncitizens listed on the lease) to permanently reside in the unit.

5. Any household member is currently engaged in any illegal use of a controlled substance, including medical marijuana.

6. Any household member's pattern of illegal use of a controlled substance, including medical marijuana, or whose pattern of abuse of alcohol, is determined by the ABC Housing Agency to interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. The ABC Housing Agency will consider all credible evidence, including but not limited to recorded convictions, and eviction of household members related to the use of illegal drugs or abuse of alcohol.

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

8. Any household member has violated the family's obligation not to engage in any drug-related criminal activity, including the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug. Drug means a controlled substance as defined in the Controlled Substances Act, including medical marijuana.

9. Any household member has violated the family's obligation not to engage in violent criminal activity. Violent criminal activity means any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.

10. Any household member is subject to a lifetime registration requirement under a State sex offender registration program.

11. The family no longer requires assistance (24 CFR 982.455). If the amount of assistance provided by the ABC Housing Agency to the participant drops to zero and remains at zero for one hundred eighty (180) consecutive days, the participant's assistance automatically terminates. If the participant experiences a change in circumstances that would cause the assistance to rise above zero, the participant must notify the ABC Housing Agency of the changed circumstances and request an interim reexamination before the expiration of the 180-day period.

12. Family absence from the unit for more than 180 consecutive calendar days. An exception will be made for absence when an adult household member is called to active military duty and deployed.

13. If the ABC Housing Agency determines, in accordance with HUD requirements, that funding under the consolidated ACC is insufficient to support continued assistance for families in the program. Prior to terminating any HAP contracts, the PHA will determine if any other actions can be taken to reduce program costs.

14. Failure to correct family-caused NSPIRE fail items.

The ABC Housing Agency may terminate program assistance for a participant because of any of the following actions or inactions by the household, family and family members:

1. The family breaches the terms of a repayment agreement entered into with the ABC Housing Agency or breaches the terms of a repayment agreement entered into with a third-party (i.e., assisted landlord) as a condition of their continued assistance.

2. The family has unpaid rent or unpaid damage claims on more than one unit.

3. Any family member has engaged in or threatened abusive or violent behavior toward ABC Housing Agency personnel, residents or employees of any contracted services on behalf of the ABC Housing Agency. Abusive or violent behavior includes verbal as well as physical abuse or violence, use of racial epithets, or other language, written or oral, that is customarily used to intimidate. Threatening refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.

For purposes of this section, the ABC Housing Agency may terminate assistance for criminal activity based on a preponderance of the evidence that the household member has engaged in the activity, regardless of whether the household member has been arrested or convicted of such activity.

If the ABC Housing Agency proposes to terminate assistance for criminal activity as shown by a criminal record, the ABC Housing Agency will notify the household of the proposed action and provide the person with the criminal record (i.e., the family member) and the head of household with a copy of the criminal record and an opportunity to dispute the accuracy and relevance of that record, in accordance with the procedures established for the Informal Hearing for Participants. The household will have ten (10) calendar days to dispute the accuracy and relevance of the record in writing.

The family may also request the ABC Housing Agency terminate assistance at any time. The request to terminate assistance must be made in writing and signed by the head of household and spouse or co-head.

13.1 PARTICIPANT NOTIFICATION OF TERMINATION

If the ABC Housing Agency terminates assistance, the ABC Housing Agency will provide a family with prompt written notice that the family may request an informal hearing. Informal hearing procedures are defined in Chapter 17. The notice will:

1. Contain a brief statement of the reasons for the decision;
2. State if the family does not agree with the decision, the family may request an informal hearing on the decision within ten (10) business days of the notification;
3. Include HUD-Form 5380 Notice of Occupancy Rights Under the Violence Against Women Act; and
4. Remind participants of their right to request a reasonable accommodation.

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14 PORTABILITY

Portability is renting a dwelling unit with Section 8 assistance outside the jurisdiction of the initial PHA. The initial PHA is the PHA that issues the initial voucher. A receiving PHA is the PHA where the family will move or has moved.

Applicant and participant families that have been issued a voucher may qualify to lease a unit outside the PHA's jurisdiction under portability. A family may move with assistance only to an area where there is at least one PHA administering a voucher program.

The initial PHA determines whether a family qualifies.

14.1 ALLOWABLE MOVES UNDER PORTABILITY

14.1.1 APPLICANTS

1. An applicant whose head of household or spouse does not have a legal residence in the jurisdiction of the ABC Housing Agency at the time the family first submits its application, will not be permitted to lease a unit outside of the ABC Housing Agency jurisdiction for a 12-month period beginning when the family is first admitted to the program. During this period, the family may only lease a unit located in the jurisdiction of the ABC Housing Agency.
    a. Exceptions to this policy will be considered for purposes of reasonable accommodation, or reasons related to domestic violence, dating violence, sexual assault or stalking.
2. A family whose head or spouse has a legal residence in the jurisdiction of the ABC Housing Agency at the time the family first submits its application for participation in the program to the ABC Housing Agency may lease a unit anywhere in the jurisdiction of the ABC Housing Agency or outside the ABC Housing Agency jurisdiction as long as there is another entity operating a voucher program covering the location of the proposed unit.
3. An applicant family may lease a unit in a particular area under portability only if the family is income eligible for admission to the voucher program in that area. The family must specify the area to which the family wishes to move. The initial PHA will determine whether the applicant family is income eligible in the area to which the family wishes to move. If the applicant family is not income eligible in that area, the PHA will inform the family that it may not move there and receive voucher assistance.

4. The ABC Housing Agency may deny a portability move by an applicant family because of insufficient funding or because the ABC Housing Agency has grounds for denying assistance.

    a. When the ABC Housing Agency denies a move due to insufficient funding, it will notify the applicant in writing. The participant's request to move will remain open for consideration for six (6) months, during which time the ABC Housing Agency will notify the participant if sufficient funds become available.

    b. When the ABC Housing Agency denies a move because the ABC Housing Agency has grounds for denying assistance, the ABC Housing Agency will notify the applicant of their right to request an informal review.

14.1.2 PARTICIPANTS

1. Participant families in compliance with all program requirements may exercise their right to portability.
2. Participant families with outstanding debts, or who are in violation of their family obligations will not be approved for portability.
3. The income eligibility of a participant family is not redetermined if the family moves to a new jurisdiction under portability.
4. If a family has moved out of their assisted unit in violation of the lease, the ABC Housing Agency will not approve portability unless the family has complied with all program requirements and has moved out of the assisted dwelling unit in order to protect the health or safety of an individual who is or has been the victim of domestic violence, dating violence, sexual assault or stalking and who reasonably believed he or she was imminently threatened by harm from further violence if he or she remained in the assisted unit.
5. The ABC Housing Agency may deny a portability move by a participant family because of insufficient funding. The ABC Housing Agency will only deny a request to move due to insufficient funding if:

    a. The move is to a higher cost unit or to a higher cost area; and

    b. The Receiving PHA is not absorbing the voucher; and

    c. The ABC Housing Agency would be unable to avoid termination of current participants during the calendar year to remain within its budget allocation housing assistance payments, including any HAP reserves.

14.2 Administration by Receiving PHA

1. When a family utilizes portability to move to an area outside the PHA jurisdiction, another PHA (the Receiving PHA) must administer assistance for the family if that PHA has a tenant-based program covering the area where the unit is located.

2. A PHA with jurisdiction in the area where the family wants to lease a unit must issue the family a housing choice voucher. If there is more than one PHA, the family may request to have the initial PHA choose which PHA will become the Receiving PHA.

14.3 Outgoing Portability Procedures: ABC Housing Agency is the Initial PHA

When the ABC Housing Agency is the Initial PHA:

1. The ABC Housing Agency will brief the family on the process that must take place to exercise portability. The family will be required to attend an applicant or mover's briefing.

2. The ABC Housing Agency will determine whether the family is income-eligible in the area where the family wants to lease a unit if the family is not already a program participant.

3. The ABC Housing Agency will advise the family how to contact and request assistance from the Receiving PHA by giving them the name and telephone number of the person responsible for working with incoming portability families and any procedures related to getting an appointment for the issuance of a voucher.

4. The ABC Housing Agency will, within ten (10) calendar days, notify the Receiving PHA to expect the family via telephone, fax or email.

5. The ABC Housing Agency will immediately mail or fax the Receiving PHA a completed Part I of HUD Form 52665, the most recent HUD Form 50058 (Family Report), and related verification information. If the family is an applicant and not a participant, the ABC Housing Agency will provide the Receiving PHA with the family information and income information in a format similar to that utilized by the 50058.

14.4 Incoming Portability Procedures: ABC Housing Agency is the Receiving PHA

When the ABC Housing Agency is the Receiving PHA:

1. When the portable family requests assistance from the ABC Housing Agency, the ABC Housing Agency will within ten (10) business days of HAP contract execution (not its effective date):

    a. Complete Part II of the HUD Form 52665;

b. Inform the Initial PHA that it will either absorb the family into its program or notify the Initial PHA within the time limit set forth in Part I of the 52665 that it will bill the Initial PHA for assistance on behalf of the portable family.

    i. If the family is absorbed, the ABC Housing Agency will also send the Initial PHA a new HUD Form 50058.

2. The ABC Housing Agency will issue a voucher to the family within fourteen (14) calendar days as long as the initial voucher has not expired. If the initial voucher has expired, the family will be referred back to the Initial PHA.

    a. The term of the ABC Housing Agency's voucher will not expire before the expiration date of any Initial PHA voucher.

3. The family must submit a request for tenancy approval to the ABC Housing Agency during the term of the ABC Housing Agency's housing choice voucher. If the ABC Housing Agency has decided to bill the Initial PHA, the request for tenancy approval must be processed in enough time for the Initial PHA to be notified before the billing deadline date.

4. The ABC Housing Agency will determine the family unit size for the portable family. The family unit size is determined in accordance with the ABC Housing Agency's subsidy standards.

5. Before the expiration of the deadline established in the HUD Form 52665, the ABC Housing Agency will notify the Initial PHA if the family has leased an eligible unit under the program, or if the family fails to submit a request for tenancy approval for an eligible unit within the term of the housing choice voucher.

6. In order to provide tenant-based assistance for portable families, the ABC Housing Agency will perform all PHA program functions, such as reexaminations of family income and composition.

7. At any time, either the Initial PHA or the ABC Housing Agency may make a determination to deny or terminate assistance to the family. If assistance is denied or terminated, the family shall have a right to an informal hearing.

8. Although the ABC Housing Agency will promptly issue a voucher to an incoming portability family, incoming portability families are still subject to ABC Housing Agency normal screening procedures, including background checks on all adult household members. If the family fails to pass the screening thresholds the voucher will be revoked or if a unit has already been leased the family will be terminated from the program.

14.4.1 Absorption by the ABC Housing Agency

If funding is available under the consolidated ACC for the ABC Housing Agency's program when the portable family is received, the ABC Housing Agency may absorb the family into its program. The decision to absorb or not will be made on a case-by-case basis and will be the sole decision of the ABC Housing Agency. If absorbed, the family is assisted with funds available under the consolidated ACC for the ABC Housing Agency's program.

14.5 Portability Billing

To cover assistance for a portable family, the Receiving PHA may bill the Initial PHA for housing assistance payments and administrative fees as long as all HUD required deadlines have been complied with.

1. As the Initial PHA, the ABC Housing Agency will within thirty (30) calendar days of receipt of the completed Part II of the HUD Form 52665 reimburse the Receiving PHA for the full amount of the housing assistance payments made by the Receiving PHA for the portable family in a form and manner the Receiving PHA is able and willing to accept. Payments made after the first payment will be sent in time for the Receiving PHA to receive the payment no later than the fifth working day of the month.
    a. The amount of the housing assistance payment for a portable family in the Receiving PHA program is determined in the same manner as for other families in the Receiving PHA program.
2. The Initial PHA will promptly reimburse the Receiving PHA for the lesser of 80% or 100% of the Receiving PHA's normal administrative fee, or a negotiated amount for each unit month that the family receives assistance and is assisted by the Receiving PHA. If HUD is prorating the administrative fee, the prorated amount will be used.

14.6 Ongoing Responsibilities of ABC Housing Agency

When the ABC Housing Agency is a Receiving PHA it will:

1. Send the Initial PHA an updated HUD Form 50058 at each annual recertification so the Initial PHA can reconcile it with its records.
2. Send the Initial PHA a copy of any new HUD Forms 52665s and 50058s to report any change in the billing amount within ten (10) working days of the effective date of any change in the billing amount.
3. If the ABC Housing Agency decides to absorb a family it had previously been billing for, it will notify the Initial PHA within ten (10) working days following the effective date of the termination of the billing arrangement.

14.7 Moves by a Portable Family

When a portable family has not been absorbed by a Receiving PHA and the family moves out of the Receiving PHA jurisdiction, the PHA in the new jurisdiction to which the family moves becomes the Receiving PHA, and the first Receiving PHA is no longer required to provide assistance for the family. The Initial PHA will be promptly notified and requested to send a new HUD Form 52665 and supporting documentation to the new Receiving PHA.

14.8 Income Targeting

For income targeting purposes, the family will count towards the Initial PHA goals unless the Receiving PHA absorbs the family. If absorbed, the admission will count towards the Receiving PHA goals.

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15 Inspection Policies and National Standards for the Physical Inspection of Real Estate (NSPIRE)

The ABC Housing Agency will inspect all units to ensure that they meet National Standards for the Physical Inspection of Real Estate (NSPIRE). NSPIRE standards include fundamental performance requirements and acceptability criteria. The inspection requirement for the Mainstream program applies to units occupied or to be occupied by a Mainstream Program participant family, and the common areas and exterior areas that either service or are associated with such units.

Dwellings built before January 1, 1978 that are or will be occupied by assisted families with one or more children under age six (6) are also subject to lead-based paint requirements.

NSPIRE standards and lead safety must be met at initial occupancy and during the term of the lease. Newly leased units must pass an NSPIRE inspection before the commencement of the housing assistance payment (HAP).

15.1 NSPIRE Standards

HUD makes changes to NSPIRE standards triennially, or every three years. The NSPIRE standards used by the ABC Housing Agency, including a summary of changes are available at https://www.hud.gov/reac/nspire-standards.

NSPIRE standards have four deficiency tiers – life threatening, severe, moderate, and low. Life threatening deficiencies must be corrected within 24 hours and include:

1. Smoke alarms on each level, inside each bedroom within 21 ft of a bedroom door, and hardwired or sealed 10-yr battery.
2. Carbon monoxide alarms required where a fuel-burning appliance or fireplace exists, within one story of an attached garage, served by a remote forced-air furnace, or in a building containing a fuel-burning appliance.
3. Exposed conductor or water contacting conductor.
4. Visibly damaged outlet or switch with function impacted.
5. Mold-like substance (may also be considered moderate or severe based on location).
6. Heating inoperable or below 64°F between October 1 and March 31.
7. Lack of functioning air conditioning compliant with Phoenix City Code, Chapter 39-5 B.1.b (regardless of location), which states that every rental housing unit where such systems are installed shall have cooling capable of safely cooling all habitable rooms,

bathrooms and flushing toilet rooms to a temperature no greater than 86 degrees Fahrenheit, if cooled by evaporative cooling, or 82 degrees Fahrenheit, if cooled by air conditioning. Temperature measurements shall be taken at a distance three feet above the floor in the center of the room. Required cooling shall be provided by permanently installed cooling facilities.

8. No permanently installed heating source. Cooking appliances, portable heaters, fireplaces and wood stoves do not count.
9. Unvented fuel burning space heater.
10. Blocked flue or chimney or damaged gas shut off.
11. Missing or not functionally adequate guardrails at drops greater than or equal to 30 inches.
12. Sole toilet missing entirely.
13. Signs of serious structural failure.

15.2 Types and Frequency of Inspections [24 CFR 982.401(a), 982.405]

There are four types of NSPIRE inspections conducted by the ABC Housing Agency:

1. Initial Inspection [982.401(a), 982.305(b)(2) – to ensure that the unit passes NSPIRE before the ABC Housing Agency enters into a HAP Contract with the owner and before assistance can begin.
2. Annual Inspection (982.405(a)) – to determine that the unit continues to meet NSPIRE. A unit must pass its annual NSPIRE inspection.
3. Biennial Inspection - to determine that the unit continues to meet NSPIRE. A biennial inspection may occur every other year in lieu of an annual inspection after a unit has passed three consecutive inspections. A unit that passes its biennial inspection may continue to be inspected biennially unless the unit fails an NSPIRE inspection, in which case the unit will be inspected annually for at least three consecutive years.
4. Special Inspection – performed upon request of the owner, family, or a third party, i.e., HUD.

15.3 Inspection Notice

The ABC Housing Agency must be allowed to inspect the dwelling unit at reasonable times with reasonable notice. The family and owner will be notified of the inspection appointment by first class mail. The inspection notice will state the date and time of the scheduled inspection and the items that will be inspected.

If the family cannot be at home for the scheduled inspection appointment, the family must make arrangements with the landlord and/or another adult representative to enable the ABC Housing Agency to enter the unit and complete the inspection in accordance with the inspection notice.

All pets must be secured during the inspection and all items must be removed from the oven and from under the kitchen and bathroom sinks to allow for pipe inspection. The hot water heating unit must be accessible.

15.4 Initial NSPIRE Inspection and Correcting Initial NSPIRE Fail Items

The ABC Housing Agency will schedule a timely inspection of the unit on the date the owner indicates that the unit will be ready for inspection, or as soon as possible thereafter [within fifteen (15) working days], upon receipt of a Request for Tenancy Approval. The owner and family will be notified of the results of the inspection.

If the unit fails NSPIRE, the owner and the family will be advised to notify the ABC Housing Agency to reschedule a reinspection when the repairs have been properly completed. No unit will be placed in the program until the unit meets the NSPIRE requirements.

15.5 Breach of Nspire by the Owner

The owner must maintain the unit in accordance with NSPIRE. The owner is not responsible for a breach of the NSPIRE that is not caused by the owner, and for which the family is responsible. The ABC Housing Agency will determine if an NSPIRE breach is the responsibility of the family.

15.5.1 Timeframe for Repairs

When a unit on the program fails to meet NSPIRE for items that are the owner's responsibility, the owner must complete the necessary repair(s):

1. Within twenty-four (24) hours for any defect that is categorized as life-threatening; and
2. Within thirty (30) days for any defect that is not categorized as life-threatening or emergency.

15.5.1.1 Extensions

At the sole discretion of the ABC Housing Agency, extensions of up to thirty (30) calendar days may be granted to permit an owner to complete repairs if the owner has made a good faith effort to initiate repairs. Appropriate extensions will be granted for exterior deficiencies if severe weather conditions exist and the deficiency is not categorized as life-threatening or emergency.

15.5.1.2 Abatement and Termination of Contract

Abatement is defined as withholding Housing Assistance Payments (HAP) to the owner for the period of time the unit is out of compliance with NSPIRE requirements.

When a unit on the program fails to meet NSPIRE for items that are the owner's responsibility, the owner must complete the necessary repair(s) in the time period specified by the ABC Housing Agency.

If the necessary repairs are not made within the required time period, the Housing Assistance Payment (HAP) to the owner will be abated immediately. The family will be responsible for the family's portion of rent.

If the necessary repairs are made within the required time period, the Housing Assistance Payment (HAP) to the owner will resume. Payment will resume on the day the unit passes inspection and will be paid the first day of the next month. No retroactive payments will be made to the owner for the period of time the rent was abated. The ABC Housing Agency will inspect abated units within five (5) working days of the owner's notification that the work has been completed.

The ABC Housing Agency will notify the family and the owner that it is abating payments and that if the unit does not meet NSPIRE within 60 days after the determination of noncompliance, the ABC Housing Agency will terminate the HAP contract for the unit, and the family will have to move if the family wishes to receive continued assistance. The ABC Housing Agency will issue the family its voucher to move at least 30 days prior to the termination of the HAP contract.

The family will be provided not less than 90 days following termination of the HAP contact to lease a new unit. To assist the family in leasing a new unit, the ABC Housing Agency will provide up to 2 months of the withheld and abated assistance payments for costs directly associated with relocating to a new unit, limited to: application fee(s), non-refundable fee(s), rental security and utility deposits, and physical moving costs limited to procurement of a U-Haul or hiring of ABC/HOM pre-approved movers.

An owner may not terminate the tenancy of any family due to the withholding or abatement of assistance. During the period that assistance is abated, the family may terminate the tenancy by notifying the owner and the ABC Housing Agency.

1. If the family chooses to terminate the tenancy, the HAP contract will automatically terminate on the effective date of the tenancy termination or the date the family vacates the unit, whichever is earlier. The ABC Housing Agency will promptly issue the family its voucher to move.

2. If the family did not terminate the tenancy and the owner makes the repairs and the unit complies with NSPIRE within 60 days of the notice of abatement, the ABC Housing Agency will recommence payments to the owner. No payments to the owner will be made for the period of time that the payments were abated.

The ABC Housing Agency is prohibited from implementing rent abatement for family-caused deficiencies. However, abatement will apply if both family-caused and owner-related deficiencies exist together.

15.6 Breach of NSPIRE by the Family and Timeline for Repairs

The family is responsible for a breach of the NSPIRE that is caused by any of the following:

1. Failure to pay for any utilities that the owner is not required to pay for, but which are to be paid by the tenant;
2. Failure to provide and maintain any appliances that the owner is not required to provide, but which are to be provided by the tenant; or
3. Any member of the household or a guest damages the dwelling unit or premises (damage beyond ordinary wear and tear).

15.6.1 Timeline for Repairs

When a unit on the program fails to meet NSPIRE for items that are the family's responsibility, the family must complete the necessary repair(s):

1. Within twenty-four (24) hours for any defect that is categorized as life-threatening or emergency; and
2. Within thirty (30) days for any defect that is not categorized as life-threatening or emergency.

15.6.2 Extensions

Extensions of the timeframe to repair necessary family-caused deficiencies will be granted on a case-by-case basis when requested by the family, and for reasonable accommodation, as needed.

15.6.3 Failure of Family to Correct NSPIRE Deficiencies

If the deficiencies are not corrected within the time specified, the ABC Housing Agency will terminate assistance for the family.

15.7 ABC Housing Agency Reinspection

For both owner-caused and family-caused breaches of NSPIRE, the ABC Housing Agency will reinspect the unit to verify all deficiencies have been corrected. The ABC Housing Agency may also, at its discretion, accept self-certification, third-party verifications of repairs, and/or photographs or videos in lieu of physical reinspection when the information is provided prior to the scheduled reinspection date.

1. Self-certification must include both the owner's and family's printed names and dated signatures, the unit address and date of inspection, and the specific deficiencies corrected.
2. Third-party verification including invoices for work completed or signed letters attesting to the completion of repairs. All documentation must be from a licensed professional, include the unit address, demonstrate the proper corrections were made and include the license or certificate number of the professional.
3. Photographs or videos that verify the deficiencies have been corrected must fully illustrate the corrected deficiency and include supporting documentation that provides the unit address and date of inspection, the specific deficiency represented, and the time and date the photograph or video was taken.

The ABC Housing Agency reserves the right to reject any documentation, visual evidence, or self-certification of repairs. All records of deficiencies and corrections will be maintained for three years.

If any party responsible for deficiency corrections falsely verifies the repair of a deficiency, the ABC Housing Agency may, at its sole discretion:

1. Suspend the privilege to submit evidence of corrected deficiencies,
2. Abate the HAP, or
3. Terminate the family from the program.

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16 ABC Housing Agency Violence Against Women Act Policy

This policy implements the requirements of the Violence Against Women Act (VAWA) with respect to the responsibilities of the ABC Housing Agency regarding domestic violence, dating violence, sexual assault and stalking.

An applicant for assistance or a participant receiving assistance will not be denied admission to, denied assistance under, or terminated from participation as a *direct result* of the fact the applicant or participant has been a victim of domestic violence, dating violence, sexual assault or stalking if the applicant or participant otherwise qualifies for assistance.

Under the Violence Against Women Act (VAWA) applicants and participants have the following specific protections:

A. An incident or incidents or actual or threatened domestic violence, dating violence, sexual assault or stalking will not be construed as a serious or repeated violation of the lease by the victim or threatened victim of that violence, and shall not in itself be good cause for terminating the assistance, tenancy, or occupancy rights of the victim of such violence by either the ABC Housing Agency or the owner or property manager.

B. The ABC Housing Agency may terminate the assistance to remove a lawful occupant or participant who engages in criminal acts or threatened acts of violence or stalking to family members or others without terminating the assistance or evicting victimized lawful occupants. Also, the owner or property manager may evict a lawful occupant or participant who engages in criminal acts or threatened acts of violence or stalking to family members or others without evicting other victimized lawful occupants. This is true even if the household member is not a signatory to the lease. Under VAWA, ABC Housing Agency and the owner or property manager are granted the authority to bifurcate the lease.

C. The ABC Housing Agency, owner or property manager will honor court orders regarding the rights of access or control of the property.

D. There is no limitation on the ability of the ABC Housing Agency to evict or terminate assistance for other good cause unrelated to the incident or incidents of domestic violence, dating violence, sexual assault or stalking, other than the victim may not be subject to a “more demanding standard” than a non-victim. Likewise, an owner or property manager can evict for good cause unrelated to the incident or incidents of domestic violence, dating violence or stalking.

E. There is no prohibition on the ABC Housing Agency or owner evicting if it “can demonstrate an actual and imminent threat to other participants or those employed at

or providing goods or services to the property if that participant's (victim's) tenancy is not terminated."

F. Any protections provided by law that give greater protection to the victim are not superseded by these provisions.

16.1 NOTIFICATION OF VAWA PROTECTIONS

The ABC Housing Agency will provide the HUD issued "Notice of Occupancy Rights under the Violence Against Women Act and the HUD issued "Certification of Domestic Violence, Dating Violence, Sexual Assault or Stalking and Alternate Documentation" to adult applicants and participants at the following times:

A. For applicants

1. At the time the applicant is provided assistance or admission; and
2. At the time the applicant is denied assistance or admission for cause.

B. For participants:

1. With any notification of eviction or termination of voucher assistance.

The ABC Housing Agency will explain VAWA Protections at all program briefings. The right to claim VAWA Protections will also be outlined on all denial of admission or assistance notices and all termination notices.

16.2 VERIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE OR STALKING

The ABC Housing Agency shall require and the owner or property manager may require verification in all cases where an individual claims protection under VAWA against an action involving such individual proposed to be taken by the ABC Housing Agency, owner or property manager.

A. *Requirement for Verification.* The law allows, but does not require, the ABC Housing Agency or an owner or property manager to verify that an incident or incidents of actual or threatened domestic violence, dating violence, or stalking claimed by a participant or other lawful occupant is bona fide and meets the requirements of the applicable definitions set forth in this policy.

The ABC Housing Agency will require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by the ABC Housing Agency. Section 8 owners or managers receiving rental assistance

administered by the ABC Housing Agency may elect to require verification, or not to require it as permitted under applicable law.

Verification of a claimed incident or incidents of actual or threatened domestic violence, dating violence or stalking may be accomplished in one of the following three ways:

1. *HUD-approved form (HUD-5382)* - By providing to the ABC Housing Agency or to the requesting Section 8 owner or property manager a written certification, on the form approved by the U.S. Department of Housing and Urban Development (HUD), that the individual is a victim of domestic violence, dating violence, sexual assault or stalking that the incident or incidents in question are bona fide incidents of actual or threatened abuse meeting the requirements of the applicable definition(s) set forth in this policy. The incident or incidents in question must be described in reasonable detail as required in the HUD-approved form.

2. *Third-party documentation* - by providing to the ABC Housing Agency or to the requesting Section 8 owner or property manager documentation:

    a. Signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional or a mental health professional from whom the victim has sought assistance in addressing the domestic violence, dating violence, sexual assault or stalking, or the effects of the abuse, described in such documentation.

    b. The professional providing the documentation must sign and attest under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse meeting the requirements of the applicable definition(s) set forth in this policy.

    c. The victim of the incident or incidents of domestic violence, dating violence, sexual assault or stalking described in the documentation must also sign and attest to the documentation under penalty of perjury.

3. *Police or court record* – by providing to the ABC Housing Agency or to the requesting Section 8 owner or property manager a Federal, State, tribal, territorial, or local police or court record describing the incident or incidents in question.

Time allowed to provide verification/ failure to provide. An individual who claims protection against adverse action based on an incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking, and who is requested by the ABC Housing Agency or a Section 8 owner or property manager to provide verification, must provide such verification within fourteen (14) business days

after receipt of the written request for verification. Failure to provide verification, in proper form within such time may result in loss of protection under VAWA and this policy against a proposed adverse action.

B. *Conflicting Information.* When more than one applicant or participant provides documentation to show they are victims of domestic violence, dating violence, sexual assault or stalking and the information in one person's documentation conflicts with the information in another person's documentation, or submitted documentation conflicts with existing information already available to the ABC Housing Agency, owner or property manager, the ABC Housing Agency will require third-party verification as described above.

The ABC Housing Agency will honor any court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and/or to address the distribution or possession of property among the parties.

Time allowed to provide third-party verification / failure to provide. Applicants and participants required to provide third-party documentation as a result of conflicting information, must provide such documentation within thirty (30) calendar days from the date of the written request for verification. Failure to provide verification, in proper form within such time will result in loss of protection under VAWA and this policy against a proposed adverse action.

16.3 CONFIDENTIALITY

Given the significant safety issues faced by victims of domestic violence, dating violence, sexual assault, or stalking, it is critical that involved staff protect the privacy of the victim including the fact that an applicant or participant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking

Staff (or those who administer assistance on their behalf, e.g., contractors) must not have access to the information unless explicitly authorized by the ABC Housing Agency for reasons that specifically call for these individuals to have access to such information under applicable Federal, State, or local law (e.g., the information is needed by an employee to provide the VAWA protections to the victim), and

All information provided under VAWA including the fact that an individual is a victim of domestic violence, dating violence, sexual assault or stalking shall be retained in confidence and shall not be entered into any shared database or provided to any related entity except to the extent that the disclosure is:

1. Requested or consented to by the individual in writing;

2. Required for use in an eviction proceeding; or
3. Otherwise required by applicable law.

While a VAWA claim is being processed any information related to the claim will be kept in a manila envelope in a locked file cabinet separate from participant files.

When the VAWA claim is resolved, the manila envelope containing the VAWA information will be sealed, marked with a confidential identifier and a destroy date of three (3) years following final resolution. The folder will be stored in a locked file cabinet until the destroy date is reached.

16.4 Emergency Transfer Plan Under VAWA

The ABC Housing Agency is concerned about the safety of its participants, and such concern extends to participants who are victims of domestic violence, dating violence, sexual assault, or stalking.

In accordance with the Violence Against Women Act (VAWA), the ABC Housing Agency allows participants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the participant's current unit to another unit. The ability of the ABC Housing Agency to honor such request for participants, however, may depend upon a preliminary determination that the participant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether the ABC Housing Agency has another dwelling unit that is available and is safe to offer the participant for temporary or more permanent occupancy.

This plan identifies participants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to participants on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the Federal agency that oversees that the ABC Housing Agency housing programs are in compliance with VAWA.

16.4.1 Eligibility for Emergency Transfers

1. A participant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L is eligible for an emergency transfer if the participant reasonably believes that there is a threat of imminent harm from further violence if the participant remains within the same unit. If the participant is a victim of sexual assault, the participant may also be eligible to

transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer.

2. A participant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan.
3. Participants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

16.4.2 EMERGENCY TRANSFER REQUEST DOCUMENTATION

To request an emergency transfer, the participant shall notify the landlord or property manager and submit a written request for a transfer to the ABC Housing Agency. The ABC Housing Agency will provide reasonable accommodations to this policy for individuals with disabilities. The participant's written request for an emergency transfer should include either:

A. A statement expressing that the participant reasonably believes that there is a threat of imminent harm from further violence if the participant were to remain in the same dwelling unit assisted under the ABC Housing Agency program; OR

B. A statement that the participant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the participant's request for an emergency transfer.

A participant who moves out of an assisted dwelling unit to protect their health or safety:

a. Will be provided with continued tenant-based assistance even if they move out of the unit in violation of the lease
b. May be eligible to move to another jurisdiction operating a Section 8 voucher program under portability if the participant:
    i. is a victim under this Policy;
    ii. reasonably believes he or she was imminently threatened by harm from further violence if he or she remains in the unit, or is a sexual assault victim and the sexual assault occurred on the premises during the 90-day period; and
    iii. has complied with all other obligations of the program.

16.4.3 EMERGENCY TRANSFER CONFIDENTIALITY

The ABC Housing Agency will keep confidential any information that the participant submits in requesting an emergency transfer, and information about the emergency transfer, unless the

participant gives the ABC Housing Agency written permission to release the information on a time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the participant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the participant.

16.4.4 Emergency Transfer Timing and Availability

The ABC Housing Agency cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. The ABC Housing Agency will, however, act as quickly as possible to move a participant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a participant reasonably believes a proposed transfer would not be safe, the participant may request a transfer to a different unit. If a unit is available, the transferred participant must agree to abide by the terms and conditions that govern occupancy in the unit to which the participant has been transferred. The ABC Housing Agency may be unable to transfer a participant to a particular unit if the participant has not or cannot establish eligibility for that unit.

If the ABC Housing Agency has no safe and available units for which a participant who needs an emergency transfer is eligible, the ABC Housing Agency will assist the participant in identifying other housing providers who may have safe and available units to which the participant could move. At the participant's request, the ABC Housing Agency will also assist participants in contacting local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking.

16.4.5 Safety and Security of Participants

1. Pending processing of the transfer and the actual transfer, if it is approved and occurs, the participant is urged to take all reasonable precautions to be safe.

2. Participants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY).

3. Participants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's National Sexual Assault Hotline at 800-656-HOPE, or visit the online hotline at https://ohl.rainn.org/online/.

4. Participants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at https://www.victimsofcrime.org/our-programs/stalking-resource-center.

5. Participants shall also be given a list of local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking.

16.5 LEASE BIFURCATION

The ABC Housing Agency, an owner, or manager, may bifurcate a lease to evict, remove or terminate assistance to any individual who is a participant or lawful occupant and who engages in criminal acts directly related to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual without evicting, removing, terminating assistance to or otherwise penalizing the victim of the violence who is also a participant or lawful occupant.

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17 ABC Housing Agency Informal Review Procedures for Applicants

When the ABC Housing Agency makes a decision that adversely affects an applicant, the family is often entitled to appeal the decision. For applicants, the appeal takes the form of an Informal Review.

17.1 ABC Housing Agency Actions not Subject to Informal Review

The ABC Housing Agency will provide an opportunity for informal review for applicants being removed from the waiting list or denied assistance, except for:

1. A determination of the family unit size under the ABC Housing Agency subsidy standards.
2. A determination not to approve an extension or suspension of a housing choice voucher term.
3. A determination not to grant approval to lease a unit under the program or to approve a proposed lease.
4. A determination that a unit selected by the applicant is not in compliance with NSPIRE.
5. A determination that the unit is not in accordance with NSPIRE because of family size or composition.
6. General policy issues or class grievances.
7. Discretionary administrative determinations.

17.2 Informal Review Process

1. The ABC Housing Agency will give the applicant for participation in the program prompt notice of a decision denying assistance.
2. The ABC Housing Agency will schedule an informal review meeting within ten (10) business days of the receipt of the applicant's request.
3. The informal review may be conducted by any person designated by the ABC Housing Agency, other than a person who made or approved the decision under review or a subordinate of this person.
4. The applicant will be given the opportunity to present written or oral objections to the ABC Housing Agency decision.

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5. Within fourteen (14) calendar days, the ABC Housing Agency will notify the applicant of the ABC Housing Agency final decision. The notification will include a brief statement of the reasons for the final decision.
6. If the applicant fails to attend the informal review meeting, the ABC Housing Agency decision will stand.

17.3 CONSIDERING CIRCUMSTANCES

When conducting informal reviews, the ABC Housing Agency will consider all of the circumstances in each case, including the seriousness of the case, the extent of participation or culpability of individual family members, and the effects of denial on other family members who were not involved in the action or failure.

The ABC Housing Agency may impose, as a condition of assistance, a requirement that family members who participated in or were culpable for the action or inaction will not reside in the unit. The ABC Housing Agency may permit the other members of an applicant family to receive assistance.

17.3.1 DENIAL OF ASSISTANCE ON THE BASIS OF INELIGIBLE IMMIGRATION STATUS (24 CFR 5.514)

The applicant family may request that the ABC Housing Agency provide for an informal review after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. The applicant family must make this request within 30 calendar days of receipt of the *Notice of Denial or Termination of Assistance*, or within 30 calendar days of receipt of the INS appeal decision.

For applicant families, the Informal Review Process above will be utilized with the exception that the applicant family will have up to 30 calendar days of receipt of the *Notice of Denial or Termination of Assistance*, or of the INS appeal decision to request the review.

17.3.2 DENIAL FOR DRUGS OR ALCOHOL

If the ABC Housing Agency denies assistance because of illegal use, or possession for personal use, of a controlled substance, or pattern of abuse of alcohol, such use or possession or pattern of abuse must have occurred within one year before the date that the ABC Housing Agency provides notice to the family of the ABC Housing Agency determination to deny assistance. In determining whether to deny assistance for these reasons the ABC Housing Agency will consider evidence of whether the household member:

1. Has successfully completed a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol;
2. Has otherwise been rehabilitated successfully and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol; or
3. Is participating in a supervised drug or alcohol rehabilitation program and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol.

17.3.3 DENIAL FOR CRIMINAL ACTIVITY

If the ABC Housing Agency denies admission on the basis of a criminal record, the ABC Housing Agency will provide the person with the criminal record (i.e., the family member) and the applicant head of household with a copy of the criminal record and an opportunity to dispute the accuracy and relevance of that record.

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18 ABC Housing Agency Informal Hearing Procedures for Participants

When the ABC Housing Agency makes a decision that adversely affects a participant, the family is often entitled to appeal the decision. For participants the appeal takes the form of an Informal Hearing.

The ABC Housing Agency will give a participant family an opportunity for an informal hearing to consider whether the following ABC Housing Agency decisions relating to the individual circumstances of a participant family are in accordance with the law, HUD regulations, and ABC Housing Agency policies:

1. A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment. The family may request an explanation prior to requesting an informal hearing.
2. A determination of the appropriate utility allowance (if any) for tenant-paid utilities from the ABC Housing Agency utility allowance schedule. The family may request an explanation prior to requesting an informal hearing.
3. A determination of the family unit size under the ABC Housing Agency subsidy standards. The family may request an explanation prior to requesting an informal hearing.
4. A determination to terminate assistance:
    a. Because of the family's action or failure to act, including any violation of family obligations; or
    b. Because the participant family has been absent from the assisted unit for longer than the maximum period permitted under the ABC Housing Agency policy and HUD rules.
5. Denial of a hardship exemption to the minimum rent requirement.
6. Denial of a hardship exemption for child care expenses, health and medical expenses, and/or unreimbursed reasonable attendant care and auxiliary expenses.

The ABC Housing Agency will give the opportunity for an informal hearing before the ABC Housing Agency terminates housing assistance payments under the HAP contract.

18.1 When a Hearing is NOT Required

The ABC Housing Agency will not provide a participant an opportunity for an informal hearing for:

1. Discretionary administrative determinations.
2. General policy issues or class grievances.
3. Establishment of the schedule of utility allowances for families in the program.
4. ABC Housing Agency determination not to approve an extension or suspension of a housing choice voucher term.
5. ABC Housing Agency determination not to approve a unit or lease.
6. ABC Housing Agency determination that an assisted unit is not in compliance with NSPIRE. However, the ABC Housing Agency will provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of the NSPIRE caused by the family.
7. ABC Housing Agency determination that the unit is not in accordance with NSPIRE because of the family size.
8. ABC Housing Agency determination to exercise or not exercise any right or remedy against the owner under a HAP contract.

18.2 INFORMAL HEARING PROCEDURES

The ABC Housing Agency and participants will adhere to the following procedures:

1. Notice to the Family.
    a. The ABC Housing Agency will give the program participant prompt notice that the family may request a hearing within ten (10) business days of the notice.
    b. The notice will provide for the family to request an explanation prior to requesting an informal hearing when the notice is in regards to:
        i. A determination of the family's annual or adjusted income
        ii. A determination of the appropriate utility allowance (if any) for tenant-paid utilities from the ABC Housing Agency utility allowance schedule.
        iii. A determination of the family unit size under the ABC Housing Agency subsidy standards.
2. Scheduling. The ABC Housing Agency will schedule the informal hearing within ten (10) business days of receipt of the participant's request.
3. Discovery

a. The family will be given the opportunity to examine before the hearing any ABC Housing Agency documents, including records and regulations, that are directly relevant to the hearing. The family will be allowed to copy any such document at the family's expense. If the ABC Housing Agency does not make the document(s) available for examination on request of the family, the ABC Housing Agency may not rely on the document(s) at the hearing.

b. The ABC Housing Agency will be given the opportunity to examine, at the ABC Housing Agency's offices before the hearing, any family documents, including records and regulations, that are directly relevant to the hearing. The ABC Housing Agency will be allowed to copy any such document at the ABC Housing Agency's expense. If the family does not make the document(s) available for examination on request of the ABC Housing Agency, the family may not rely on the document(s) at the hearing.

4. Representation of the Family. A lawyer or other representative may represent the family at the family's own expense.

5. Hearing Officer. The hearing will be conducted by any person or persons designated by the ABC Housing Agency, other than a person who made or approved the decision under review or a subordinate of this person. The person who conducts the hearing will regulate the conduct of the hearing in accordance with the ABC Housing Agency hearing procedures.

6. Evidence. The ABC Housing Agency and the family shall have the opportunity to present evidence and may question any witnesses. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

7. Issuance of Decision. The Hearing Officer will issue a written decision within fourteen (14) calendar days from the date of the hearing, stating briefly the reasons for the decision. Factual determinations relating to the individual circumstances of the family shall be based on a preponderance of the evidence presented at the hearing.

8. Effect of the Decision. The ABC Housing Agency is not bound by a hearing decision:

    a. Concerning a matter for which the ABC Housing Agency is not required to provide an opportunity for an informal hearing under this section, or that otherwise exceeds the authority of the person conducting the hearing under the ABC Housing Agency hearing procedures.

    b. Contrary to HUD regulations or requirements, or otherwise contrary to Federal, State, or local law.

c. If the ABC Housing Agency determines that it is not bound by a hearing decision, the ABC Housing Agency will notify the family within fourteen (14) calendar days of the determination, and of the reasons for the determination.

18.3 CONSIDERING CIRCUMSTANCES

When conducting informal hearings and deciding whether to terminate assistance because of action or inaction by members of the family, the ABC Housing Agency will consider all of the circumstances in each case, including the seriousness of the case, the extent of participation or culpability of individual family members, and the effects of denial on other family members who were not involved in the action or failure.

The ABC Housing Agency may impose, as a condition of assistance, a requirement that family members who participated in or were culpable for the action or inaction will not reside in the unit. The ABC Housing Agency may permit the other members of a participant family to continue receiving assistance.

18.3.1 DENIAL OF ASSISTANCE ON THE BASIS OF INELIGIBLE IMMIGRATION STATUS (24 CFR 5.514)

The participant family may request that the ABC Housing Agency provide for an informal hearing after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. This request must be made by the participant family within 30 calendar days of receipt of the *Notice of Denial or Termination of Assistance*, or within 30 calendar days of receipt of the INS appeal decision.

For participant families, the Informal Hearing Process above will be utilized with the exception that the participant family will have up to 30 calendar days of receipt of the *Notice of Denial or Termination of Assistance*, or of the INS appeal decision.

18.3.2 TERMINATION FOR DRUGS OR ALCOHOL

If the ABC Housing Agency seeks to terminate assistance because of illegal use, or possession for personal use, of a controlled substance, or pattern of abuse of alcohol, such use or possession or pattern of abuse must have occurred within one year before the date that the ABC Housing Agency provides notice to the family of the ABC Housing Agency determination to terminate assistance. In determining whether to terminate assistance for these reasons the ABC Housing Agency will consider evidence of whether the household member:

1. Has successfully completed a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol;

2. Has otherwise been rehabilitated successfully and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol; or
3. Is participating in a supervised drug or alcohol rehabilitation program and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol.

18.3.3 Termination for Criminal Activity

If the ABC Housing Agency seeks to terminate assistance on the basis of a criminal record, the ABC Housing Agency will provide the person with the criminal record (i.e., the family member) and the participant head of household with a copy of the criminal record and an opportunity to dispute the accuracy and relevance of that record.

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19 LEAD-BASED PAINT REQUIREMENTS AND RESPONSIBILITIES

19.1 EXEMPT UNITS

The following units are exempt from this policy as it relates to lead-based paint requirements:

1. Units built after December 31, 1977;
2. Zero (0) bedroom and Single Room Occupancy (SRO) units;
3. Housing built for the elderly or persons with disabilities, unless a child of under age six (6) resides or is expected to reside in such housing;
4. Properties for which a lead-based paint inspection was completed in accordance with the federal regulations that became effective on September 15, 2000, and are certified to have no lead-based paint; and
5. Properties in which all lead-based paint was identified, was removed, and that received clearance in accordance with the federal regulations which became effective on September 15, 2000.

19.2 NON-EXEMPT OR COVERED UNITS

1. For dwellings built before January 1, 1978, and occupied or to be occupied by assisted families with one or more children under age six (6), lead-based paint requirements apply to:
    a. The unit interior and exterior paint surfaces associated with the assisted unit; and
    b. The common areas servicing the unit, including those areas through which residents must pass to gain access to the unit, and other areas frequented by resident children less than six (6) such as play areas, and child care facilities. Common areas also include garages and fences on the assisted property.

19.3 ABC HOUSING AGENCY RESPONSIBILITIES

The ABC Housing Agency is responsible for the following activities:

1. The visual assessment for deteriorated paint (i.e., peeling, chipping, flaking) surfaces at initial and annual inspections;
2. Assuring that clearance examinations are conducted when required;

3. Carrying out special requirements for children under age six who have environmental intervention blood lead levels as verified by a medical health care provider;
4. Collecting data from the local health department on program participants under age six who have identified environmental intervention blood lead levels; and
5. Record keeping.

19.4 OWNER RESPONSIBILITIES

1. Disclose known lead-based paint hazards to ABC Housing Agency and all potential residents prior to execution of a lease;
2. Provide all prospective families with a copy of Protect Your Family from Lead in Your Home or other EPA approved document;
3. When necessary, perform paint stabilization to correct deteriorated paint in accordance with all applicable requirements;
4. Each time paint stabilization is performed, notify the resident about the conduct of lead hazard reduction activities and clearance (if required);
5. Conduct lead hazard reduction activities when required by the ABC Housing Agency;
6. Perform all work in accordance with HUD prescribed safe work practices and conduct clearance activities when required; and
7. Perform ongoing maintenance. As part of ongoing maintenance, the owner must provide written notice to each assisted family asking the occupants to report deteriorated paint. The notice must include the name, address, and phone number of the person responsible for accepting the occupant's complaint.

Before the execution of the lease the owner is required to disclose any knowledge of lead-based paint or lead-based paint hazards in housing built prior to 1978 to all prospective residents. The ABC Housing Agency will keep a copy of the disclosure notice executed by the owner and resident in the participant's file. The owner will keep the original disclosure notice and forward a copy of the notice to the ABC Housing Agency.

19.5 QUALIFIED INSPECTOR

An NSPIRE inspector may conduct the inspection or other party designated by the ABC Housing Agency. All inspectors must have been trained in visual assessment in accordance with procedures established by HUD.

19.6 VISUAL ASSESSMENT FOR DETERIORATED PAINT

The ABC Housing Agency will conduct a visual inspection for deteriorated paint surfaces at these locations:

1. All unit interior and exterior painted surfaces associated with the assisted unit; and
2. Common areas such as common hallways, access and egress areas, playgrounds, childcare facilities, or other areas including fences and garages frequented by children under age six.

19.7 STABILIZATION OF DETERIORATED PAINT SURFACES

When the NSPIRE Inspector or other designated party identifies deteriorated paint surfaces (defined as interior or exterior paint or other coating that is peeling, chipping, flaking, cracking, is otherwise damaged or has separated from the substrate of the surface or fixture), the ABC Housing Agency will notify and require the owner to perform stabilization of the surfaces within thirty (30) calendar days of the notification by the ABC Housing Agency's inspection for occupied units and before commencement of any assisted tenancy.

Owner requirements for compliance with the ABC Housing Agency's paint stabilization differ, depending upon the amount of deteriorated paint surface to be corrected. The use of lead-safe work practices during paint stabilization activities are based on characterization as above or below de minimis levels.

De minimis deteriorated paint surfaces are exceeded when one of the following occurs:

1. 20 square feet on exterior surfaces;
2. 2 square feet on an interior surface in a single room or interior space; or
3. 10 percent of the total surface area on an individual small component with a small surface area (e.g., windowsills) on the interior or exterior.

Owners must perform paint stabilization on all deteriorated paint surfaces. Paint stabilization is defined as:

1. Repair of any physical defect in the substrate of the painted surface or building component. Examples of defective substrate conditions include dry-rot, rust, moisture related defects, crumbling plaster, missing siding, or other components not securely fastened;
2. Removal of all loose paint and other loose material from the surface being treated; and

3. Application of a new protective coat of paint to the stabilized surface.

In no instance may an owner employ any paint stabilization methods that are prohibited by federal, state, or local law such as:

1. Open flame burning and torching;
2. Machine-sanding or grinding without a high-efficiency particulate air (HEPA) local exhaust control;
3. Heat guns operating above 1,100 degrees Fahrenheit or charring the paint;
4. Abrasive blasting or sandblasting without HEPA exhaust control;
5. Dry sanding and scraping except for limited conditions for limited areas; and
6. Paint stripping in poorly ventilated space using a volatile stripper or a hazardous chemical as defined by Occupational Safety and Health Administration (OSHA).

Failure to comply with paint stabilization requirements, regardless of the amount of deteriorated surface, will results in the disapproval of the tenancy, abatement of payment to the owner, and/or termination of the HAP contract.

In addition, in order to be in compliance with HUD lead-based paint requirements if the deteriorated paint surface exceeds the de minimis level, the owner must:

1. Conduct all stabilization activities with trained staff;
2. Employ acceptable methods for preparing the surface to be treated and cleaning the worksite after hazard reduction activities have been completed, including wet scraping, wet sanding, and power sanding performed in conjunction with a HEPA filtered local exhaust attachment operated according to manufacturer's instruction;
3. Not dry sand or dry scrape within one (1) square foot of electrical outlets;
4. Protect the occupants and their belongings from contamination;
5. Notify the occupants within fifteen (15) calendar days of stabilization activity and provide the results of the clearance examination.

19.7.1 CLEARANCE ACTIVITIES

The ABC Housing Agency will be responsible for clearance activities which shall be conducted in accordance with applicable requirements. All clearance activities will be performed by persons

who have EPA or state-approved training and are licensed or certified to perform clearance examinations.

The ABC Housing Agency will pay for the costs of the first clearance examination. If further clearance examinations are required, the owner is responsible to cover the costs of subsequent tests.

The owner must provide the ABC Housing Agency with an executed copy of the Lead-Based Paint Owner's Certification for the NSPIRE violation for paint stabilization to be considered closed.

Below de minimis deteriorated paint surfaces:

If the amount of deteriorated paint is below the de minimis level, owners will not be required to perform lead-safe work practices and clearance, but owners must perform paint stabilization as follows:

1. Repair of any physical defect in the substrate of the painted surface or building component. Examples of defective substrate conditions include dry-rot, rust, moisture related defects, crumbling plaster, missing siding, or other components not securely fastened;
2. Removal of all loose paint and other loose material from the surface being treated; and
3. Application of a new protective coat of paint to the stabilized surface.

In no instance may an owner employ any paint stabilization methods that are strictly prohibited by federal, state, or local law such as:

1. Open flame burning and torching;
2. Machine-sanding or grinding without a high-efficiency particulate air (HEPA) local exhaust control;
3. Heat guns operating above 1,100 degrees Fahrenheit;
4. Abrasive blasting or sandblasting with HEPA exhaust control;
5. Dry sanding and scraping except limited conditions stated above for limited areas; and
6. Paint stripping in poorly ventilated space using a volatile stripper or a hazardous chemical as defined by Occupational Safety and Health Administration (OSHA).

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Failure to comply with paint stabilization requirements, regardless of the amount of deteriorated surface, results in disapproval of the tenancy, abatement of payment to the owner, and/or termination of the HAP contract.

The owner must provide the ABC Housing Agency with an executed copy of the Lead-Based Paint Owner's Certification for the NSPIRE violation for paint stabilization to be considered closed.

19.8 Requirements for Children with Environmental Intervention Blood Lead Level

Should the ABC Housing Agency receive information regarding an environmental intervention blood lead level child under age six from the family, owner, or other sources not associated with the medical health community, the ABC Housing Agency will immediately verify the information with a public health department or other medical health care provider.

If either the public health department or private medical health agency provides verification that the child has an environmental intervention blood lead level, the ABC Housing Agency will proceed to complete a risk assessment of the unit, common areas and exterior surfaces. This requirement does not apply if a) the ABC Housing Agency has already conducted an assessment between the date the child's blood was last sampled and the receipt of notification of the child's condition or b) the public health department has already conducted an evaluation of the unit.

If the ABC Housing Agency receives a report of an environmental intervention blood lead level child from any source other than the public health department or medical health care provider, the ABC Housing Agency will notify the public health department or medical health care provider within five (5) working days.

HUD has defined environmental intervention blood lead level as a confirmed concentration of lead in whole blood equal or greater than 20 ug/dL (micrograms of lead per deciliter) for a single test or 15-19 ug/dL in two tests taken at least three (3) months apart in children under age six.

19.8.1 Risk Assessment

Within fifteen (15) calendar days of the notification to the ABC Housing Agency by a public health department or medical health care provider, the ABC Housing Agency will complete a risk assessment of the dwelling unit, including common areas servicing the dwelling unit, if the child lived in the unit at the time the child's blood was sampled. If the public health department has already conducted an evaluation between the date the child's blood was last sample and

the receipt of notification of the child's condition, the risk assessment by the ABC Housing Agency is not required.

The ABC Housing Agency will only utilize persons trained and certified by an EPA or state-approved agency to perform risk assessments. The risk assessment will identify the appropriate method of correction if correction is required.

The risk assessment will involve an on-site investigation to determine the existence, nature, severity, and location of lead-based paint hazards. The investigation will include dust and soil sampling, visual evaluation, and may include paint inspections (tests for lead in paint). The assessor will issue a report to the housing authority explaining the results of the investigation, as well as option and requirements for reducing lead-based paint hazards. Upon receipt of the risk assessment, the ABC Housing Agency shall immediately notify the owner of its results.

The owner must notify the building residents of the results of the risk assessment within fifteen (15) calendar days of receipt of the risk assessment results from the ABC Housing Agency.

19.9 HAZARD REDUCTION

The owner must complete reduction of identified lead-based paint hazards as identified in the risk assessment within thirty (30) calendar days (or date specified by the ABC Housing Agency if an extension is granted for exterior surfaces).

Hazard reduction activities may include paint stabilization, abatement, interim controls, or dust and soil contamination control. The appropriate method of correction will be identified in the risk assessment.

Hazard reduction will be considered complete by the ABC Housing Agency when a clearance examination has been completed and the report indicates that all identified hazards have been treated and clearance has been achieved, or when the public health department certifies that the hazard reduction is complete.

The owner must notify all building residents of any hazard reduction activities within fifteen (15) calendar days of completion of activities.

Like paint stabilization compliance, when the ABC Housing Agency receives the owner's certification, this will signal compliance with lead hazard reduction activities.

Failure by the owner to complete hazard reduction activities (including clearance) within thirty (30) calendar days (or later if the ABC Housing Agency grants an extension for exterior surfaces)

of notification constitutes a violation of NSPIRE, and appropriate action against the owner will be taken if a program family occupies the unit. If the unit is vacant when the ABC Housing Agency notifies the owner, the unit may not be reoccupied by another assisted family, regardless of the ages of children in the family, until compliance with the lead-based paint requirement is completed.

19.10 ABC Housing Agency Data Collection and Record Keeping

Quarterly, the ABC Housing Agency will attempt to obtain from the public health department having jurisdiction in the same area as the ABC Housing Agency, the names and addresses of children under age six with an identified environmental intervention blood lead level.

The ABC Housing Agency will match information received from the health department with information about program families. If a match occurs, the ABC Housing Agency will follow all procedures for notifying owners and conducting risk assessments as stated above.

Quarterly, the ABC Housing Agency will report a list of addresses of units occupied by children under age six, receiving assistance to the public health department, unless the health department indicates in writing that such a report is not necessary.

The ABC Housing Agency will inform owners of lead-based paint regulations especially those related to prohibited and safe work practices, resident protection during lead-based paint activities, and notification requirements. This will be accomplished through written material provided by the ABC Housing Agency.

The ABC Housing Agency is responsible for issuing and maintaining in the file the notification to the owner of any needed corrections and appropriate methods to correct lead hazards, and of the deadline for completing the corrections.

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20 Documentation and Missed Appointments Policy

It is the responsibility of applicants and participants to:

1. Keep scheduled appointments during normal ABC Housing Agency business hours; and
2. Provide documentation necessary for the ABC Housing Agency to fulfill its program responsibilities.

Appointments and documentation may be necessary for:

1. Eligibility for admission;
2. Verification;
3. Voucher issuance;
4. Program briefings;
5. NSPIRE inspections;
6. Recertifications; and
7. Appeals.

The ABC Housing Agency may deny or terminate assistance when an applicant or participant fails to keep an appointment including a scheduled briefing, fails to supply information by the deadline, or fails to allow a scheduled ABC Housing Agency inspection.

20.1 Notice to Applicant or Participant

If the family fails to respond to a letter regarding a meeting or request for documentation, a second letter will be mailed. The second letter will advise of a new date and time for a meeting and/or list the required documentation. The second letter will also advise the family to attend the second meeting or provide the documentation to avoid denial or termination of assistance.

If there is not response to the second letter, the applicant will be denied assistance or the participant will be terminated from the program. Any denial of assistance or termination notice will:

1. Contain a brief statement of the reasons for the decision;
2. State if the family does not agree with the decision, the family may request an informal review or hearing on the decision within ten (10) business days of the notification;

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3. Include HUD-Form 5380 Notice of Occupancy Rights Under the Violence Against Women Act; and
4. Remind participants of their right to request a reasonable accommodation.

20.2 Rescheduling Appointments

The family must call the ABC Housing Agency to reschedule a missed appointment. The ABC Housing Agency will provide:

1. Two opportunities to reschedule with documented good cause.
2. One opportunity to reschedule without documented good cause.

20.3 Documented Good Cause for Missed Appointments

When documented good cause exists for missing an appointment, the ABC Housing Agency will work with the family to find a more suitable time. Documented good cause includes:

1. Prior appointments,
2. Illness of a family member, and
3. Medical or other family emergency.

20.3.1 Program Applicants

Applicants rescheduling appointments or requesting additional time to provide required documentation may be by-passed on the waiting list.

Applicants being removed from the waiting list for missed appointments or failure to provide documentation will be notified by email and as a courtesy via first class mail and will be offered the right to request an informal review.

20.3.2 Program Participants

If a family fails to attend a scheduled appointment, a second letter will be mailed. If the family fails to respond to the second letter or attend the second scheduled appointment, a termination notice will be mailed. The family will be offered the right to request an informal hearing.

If the family fails to provide required documentation, the family will be considered in violation of family obligations and may be terminated. The family will be offered the right to request an informal hearing.

21 SPECIAL HOUSING TYPES

This chapter describes special housing types and the requirements associated with each type.

Except as modified by this chapter, the general requirements of the program apply to special housing types. No additional funding is provided for special housing types.

The ABC Housing Agency may allow any of the following special housing types and must allow any of the following housing types as a reasonable accommodation for an elderly person or person with a disability [24 CFR 982.601]:

1. Single Room Occupancy (SRO),
2. Congregate Housing,
3. Group Homes,
4. Shared Housing, and
5. Cooperative Housing.

LIVE-IN AIDE IN SPECIAL HOUSING TYPES

The ABC Housing Agency may approve a live-in aide to reside with a family to care for an elderly or near elderly person, or a person with disabilities as a reasonable accommodation. If the ABC Housing Agency approves a live-in aide, the live-in aide will be counted when determining the family unit size. A live-in aide may never be the owner of:

1. The manufactured home or the park in which space is rented,
2. A group home, or
3. Shared housing.

21.1 MANUFACTURED HOME SPACE RENTAL [24 CFR 982.622]

A manufactured home is a manufactured structure, transportable in one or more parts, that is built on a permanent chassis, and designed for use as a principal place of residence. With manufactured home space rental, the family owns the manufactured home but is renting the space under the manufactured home. There are multiple special policies that apply to families leasing manufactured home space.

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21.1.1 FAMILY INCOME

In determining the annual income of families leasing manufactured home spaces, the value of the family's equity in the manufactured home in which the family resides is not counted as a family asset.

21.1.1.1 LEASE AND HAP CONTRACT

There is a separate Tenancy Addendum (Form 52642-a) and separate HAP Contract (Form 52642).

21.1.1.2 RENT

The term rent is expanded to include:

1. The rent charged for the manufactured home space,
2. Owner maintenance and management charges for the space the owner must provide under the lease, and
3. The applicable PHA utility allowances for tenant-paid utilities.

21.1.1.3 PAYMENT STANDARD

The payment standard for renting a manufactured home space is 40 percent (40%) of the published FMR for a two-bedroom unit.

21.1.1.4 UTILITY ALLOWANCE

Utility allowances for manufactured home space will not include the costs of digging a well or installing a septic system.

If the owner of the space charges the family a separate fee for the cost of utilities or trash collection, they are not included in the rent to owner. The PHA will include the utilities paid by the tenant in the utility allowance calculation using the PHA established rate for the utilities instead of the actual fee charged by the owner.

21.1.1.5 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.

The HAP is paid directly to the owner of the manufactured home space. When the ABC Housing Agency payment standard exceeds the rent to the space owner, the ABC Housing Agency will pay the entire remaining balance to the family; it is the responsibility of the family to then make payment to the lender and/or utility supplier(s).

21.1.1.6 RENT REASONABLENESS

Initially, and annually thereafter the ABC Housing Agency will determine that the rent for the manufactured home space is reasonable based on rents for comparable manufactured home spaces. Rent reasonable review is required annually.

The ABC Housing Agency will consider the location and size of the space, and any services and maintenance to be provided by the owner. By accepting the monthly HAP check, the owner certifies that the rent does not exceed rents charged by the owner for comparable unassisted spaces in the manufactured home park or elsewhere.

The ABC Housing Agency does not take into consideration the condition or characteristics of the manufactured home or the family's monthly loan payments. The ABC Housing Agency is only determining if the rent charged by the owner for the space is reasonable compared to similar spaces.

21.1.1.7 HOUSING STANDARDS

NSPIRE requirements apply to manufactured housing space rental. The following additional requirement applies:

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

21.2 SINGLE ROOM OCCUPANCY (SRO) [24 CFR 982.602]

A single room occupancy (SRO) unit provides living and sleeping space for the exclusive use of the occupant but requires the occupant to share sanitary and/or food preparation facilities with others. More than one person may not occupy an SRO unit. HCV regulations do not limit the number of units in an SRO facility

When providing HCV assistance in an SRO unit, a separate lease and HAP contract are executed for each assisted person, and the standard form of the HAP contract is used.

21.2.1 Payment Standard, Utility Allowance and HAP Calculation

The payment standard for SRO housing is 75 percent of the 0-bedroom payment standard amount on the ABC Housing Agency's payment standard schedule.

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

The HAP for an assisted occupant in an SRO facility is the lower of the SRO payment standard amount minus the TTP or the gross rent for the unit minus the TTP.

21.3 Congregate Housing [24 CFR 982.606]

Congregate housing is intended for use by elderly persons or persons with disabilities. A congregate housing facility contains a shared central kitchen and dining area and a private living area for the individual household that includes at least a living room, bedroom and bathroom. Food service for residents must be provided.

When providing HCV assistance in congregate housing, a separate lease and HAP contract are executed for each assisted family, and the standard form of the HAP contract is used.

21.3.1 Payment Standard, Utility Allowance and HAP Calculation

The payment standard for an individual unit in a congregate housing facility is based on the number of rooms in the private living area. If there is only one room in the unit (not including the bathroom or the kitchen, if a kitchen is provided), the ABC Housing Agency will use the payment standard for a 0-bedroom unit. If the unit has two or more rooms (other than the bathroom and the kitchen), the ABC Housing Agency will use the 1-bedroom payment standard.

The HAP for an assisted occupant in a congregate housing facility is the lower of the applicable payment standard minus the TTP or the gross rent for the unit minus the TTP.

The gross rent for the unit, for the purpose of calculating HCV assistance, is the shelter portion (including utilities) of the resident's monthly housing expense only. The residents' costs for food service will not be included in the rent for a congregate housing unit.

21.4 Group Home [24 CFR 982.610, 982.612]

A group home is a state-licensed facility intended for occupancy by elderly persons and/or persons with disabilities. Except for live-in aides, all persons living in a group home, whether assisted or not, must be elderly persons or persons with disabilities. Persons living in a group home must not require continuous medical or nursing care.

A group home consists of bedrooms for residents, which can be shared by no more than two people, and a living room, kitchen, dining area, bathroom, and other appropriate social, recreational, or community space that may be shared with other residents.

No more than 12 persons may reside in a group home including assisted and unassisted residents and any live-in aides.

When providing HCV assistance in a group home, a separate lease and HAP contract is executed for each assisted family, and the standard form of the HAP contract is used.

21.4.1 PAYMENT STANDARD, UTILITY ALLOWANCE AND HAP CALCULATION

The family unit size for an assisted occupant of a group home will be 0- or 1-bedroom, depending on whether a live-in aide has been approved for the assisted family.

The payment standard used to calculate the HAP is the lower of the payment standard for the family unit size or the pro-rata share of the payment standard for the group home size. The pro-rata share is calculated by dividing the number of persons in the assisted household by the number of persons (assisted and unassisted) living in the group home.

The HAP for an assisted occupant in a group home is the lower of the payment standard minus the TTP or the gross rent minus the TTP.

The utility allowance for an assisted occupant in a group home is the pro-rata share of the utility allowance for the group home.

21.4.2 RENT REASONABLENESS

The rents paid for participants residing in group homes are subject to generally applicable standards for rent reasonableness. The rent for an assisted person must not exceed the pro-rata portion of the reasonable rent for the group home. In determining reasonable rent, the ABC Housing Agency will consider whether sanitary facilities and facilities for food preparation and service are common facilities or private facilities.

21.5 SHARED HOUSING [24 CFR 982.615]

Shared housing is a single housing unit occupied by an assisted family and another resident or residents. The shared unit consists of both common space for use by the occupants of the unit and separate private space for each assisted family. A zero or one-bedroom unit is ineligible for shared housing; the housing unit must have an adequate number of bedrooms to house both

the assisted and unassisted family without overcrowding. Alternate sleeping areas will not be considered in shared housing.

An assisted family may share a unit with other persons assisted under the HCV program or with other unassisted persons. The owner of a shared housing unit may reside in the unit, but housing assistance may not be paid on behalf of the owner. The resident owner may not be related by blood or marriage to the assisted family.

When providing HCV assistance in shared housing, a separate lease and HAP contract are executed for each assisted family, and the standard form of the HAP contract is used.

21.5.1 Payment Standard, Utility Allowance and HAP Calculation

The payment standard for a family in shared housing is the lower of the payment standard for the family unit size or the pro-rata share of the payment standard for the shared housing unit size. The pro-rata share is calculated by dividing the number of bedrooms available for occupancy by the assisted family in the private space by the total number of bedrooms in the unit.

The HAP for a family in shared housing is the lower of the payment standard minus the TTP or the gross rent minus the TTP. The utility allowance for an assisted family living in shared housing is the pro-rata share of the utility allowance for the shared housing unit.

21.5.2 Rent Reasonableness

The rents paid for families living in shared housing are subject to generally applicable standards for rent reasonableness. The rent paid to the owner for the assisted family must not exceed the pro-rata portion of the reasonable rent for the shared unit. In determining reasonable rent, the ABC Housing Agency will consider whether sanitary and food preparation areas are private or shared.

21.6 Cooperative Housing [24 CFR 982.619]

A cooperative is a form of ownership (nonprofit corporation or association) in which the residents purchase memberships in the ownership entity. Rather than being charged “rent” a cooperative member is charged a “carrying charge.”

When providing HCV assistance in cooperative housing, the standard form of the HAP contract is used. The lease and other appropriate documents will stipulate that the monthly carrying charge is subject to Section 8 limitations.

21.6.1 Payment Standard, Utility Allowance and HAP Calculation

The payment standard and utility allowance are determined according to regular HCV program requirements.

The HAP for a cooperative housing unit is the lower of the payment standard minus the TTP or the monthly carrying charge for the unit, plus any utility allowance, minus the TTP. The monthly carrying charge includes the member's share of the cooperative debt service, operating expenses, and necessary payments to cooperative reserve funds. The carrying charge does not include down payments or other payments to purchase the cooperative unit or to amortize a loan made to the family for this purpose.

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22 ANNUAL INCOME INCLUSIONS

The following table describes the types of income that will be included in annual income.

Earned Income	All amounts, not specifically excluded and received from all sources by each member of the family who is 18 years of age or older or is the head of household or spouse of the head of household, plus unearned income by or on behalf of each dependent who is under 18 years of age. Income received as a day laborer or seasonal worker is also included in annual income, even if the source, date, or amount of the income varies [24 CFR 5.609 (b)(24)].
Self-Employment/ Business Income	The net income from operation of a business or profession, including depreciation of assets based on straight-line depreciation and excluding: 1. Expenditures for business expansion or amortization of capital indebtedness. 2. Any withdrawal of cash or assets from the operation, except those that are a reimbursement of cash or assets invested in the operation by the family.
Interest & Dividend Income on Assets Greater than $50,000 (adjusted annually by HUD)	1. Where the family has net family assets in excess of $50,000 or the most recent amount published by HUD annual income shall include the greater of the actual income derived from net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD. 2. Income that could have been derived from business or family assets that were disposed of for less than fair market value within the past two years.
Pension/Retirement Income	The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, lotteries, disability or death benefits, and other similar types of periodic receipts, including a lump-sum payment for the delayed start of a periodic payment.
Unemployment & Disability Income	Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay.
Welfare /Public Assistance	1. Welfare assistance includes Temporary Assistance for Needy Families (TANF) and any payments to individuals or families based on need that are made under programs funded separately or jointly by federal, state, or local governments. 2. Imputed Welfare Income.

Alimony and Child Support	Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling.
Armed Forces Income	All regular pay, special pay, and allowances of a member of the Armed Forces (whether or not living in the dwelling) who is head of the family, spouse, or other person whose dependents are residing in the unit.

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23 Annual Income Exclusions

The following table describes the types of income excluded in 24 CFR 5.609 from the annual income calculation. When necessary, HUD will also publish a notice in the *Federal Register* to identify the benefits that qualify for exclusion by federal statute. Benefits published in by HUD on January 31, 2024 are included in this table.

Earned Income of Children	Earned income from household members under the age of 18 years (including foster children).
Nonrecurring Income	Income that will not be repeated beyond the coming year (i.e., the 12 months following the effective date of the certification), based on information provided by the family, including but not limited to: 1. Nonrecurring payments made to the family or to a third party on behalf of the family to assist with utilities, eviction prevention, security deposits to secure housing, payments for participation in research studies depending on the duration, and general one-time payments received by or on behalf of the family. 2. Payments from the U.S. Census Bureau for employment lasting no longer than 180 days and not culminating in permanent employment; 3. Direct federal or state economic stimulus payments; 4. Amounts directly received by the family as a result of state refundable tax credits or state tax refunds at the time they are received; 5. Amounts directly received by the family as a result of federal refundable tax credits or federal tax refunds at the time they are received; 6. Gifts for holidays, birthdays, or other significant life events or milestones (e.g., wedding, baby shower, or anniversary gifts); 7. In-kind donations (e.g., food, clothing, or toiletries received from a food bank or similar organization); and 8. Lump-sum additions to net family assets (e.g., lottery winnings, contest winnings, etc.).
Foster, Kinship, and Guardianship Care	Payments received for the care of foster children or foster adults, tribal or state kinship or guardianship care payments [24 CFR 5.609(b)(4)].

Insurance Payments and Settlements	1. Lump-sum additions to family assets, such as payments and settlements for personal or property losses, including but not limited to payments through health insurance, motor vehicle insurance, and workers' compensation [24 CFR 5.609(b)(5)], and amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty owed to a family member arising out of law, that resulted in a member of the family becoming disabled [24 CFR 5.609(b)(7)]. 2. Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in *In Re Agent Orange* product liability litigation, M.D.L. No. 381 (E.D.N.Y.). This exclusion also applies to assets. 3. Payments received under 38 U.S.C. 1833(c) to children of Vietnam veterans born with spinal bifida, children of women Vietnam veterans born with certain birth defects, and children of certain Korean and Thailand service veterans born with spinal bifida (42 U.S.C. 12637(d)).
Health & Medical Expense Reimbursements	Amounts received by the family that are specifically for, or in reimbursement of, the cost of health and medical care expenses for any family member [24 CFR 5.609(b)(6)].
Qualified Tuition Program	Income and distributions from any Coverdell education savings account under Section 530 of the Internal Revenue Code of 1986 or any qualified tuition program under Section 529 of such Code [24 CFR 5.609(b)(10)].
Baby Bonds	Income earned by government contributions to, and distributions from, "baby bond" accounts created, authorized, or funded by federal, state, or local government [24 CFR 5.609(b)(10)].
Hostile Fire Pay	The special pay to a family member serving in the Armed Forces who is exposed to hostile fire [24 CFR 5.609(b)(11)].
Veterans in Need of Regular Aid and Attendance	Payments related to aid and attendance under 38 U.S.C. 1521 to Veterans in need of regular aid and attendance [24 CFR 5.609(b)(17)]. This income exclusion applies only to veterans in need of regular aid and attendance and not to other beneficiaries of the payments, such as a surviving spouse.
Loan Proceeds	Loan proceeds (the net amount disbursed by a lender to or on behalf of a borrower, under the terms of a loan agreement) received by the family or a third party (e.g., proceeds received by the family from a private loan to enable attendance at an educational institution or to finance the purchase of a car) [24 CFR 5.609(b)(20)]. The loan borrower or co-borrower must be a member of the family.

Replacement Housing "Gap" Payments	Replacement housing "gap" payments made in accordance with 49 CFR Part 24 that offset increased out of pocket costs of displaced persons that move from one federally subsidized housing unit to another federally subsidized housing unit. Such replacement housing "gap" payments are not excluded from annual income if the increased cost of rent and utilities is subsequently reduced or eliminated, and the displaced person retains or continues to receive the replacement housing "gap" payments [24 CFR 5.609(b)(23)].
Income on FSS Accounts	Income earned on amounts placed in a family's Family Self-Sufficiency account [24 CFR 5.609(b)(27)].
Reimbursement of Out-of-Pocket Expenses	Amounts received by participants in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred e.g., special equipment, clothing, transportation, childcare, etc.) and which are made solely to allow participation in a specific program [24 CFR 5.609(i)(12)(ii)].
PASS	Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS) [(24 CFR 5.609(b)(12)(i)].
Resident Service Stipend	Amounts received under a resident service stipend not to exceed $200 per month. A resident service stipend is a modest amount received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development [24 CFR 5.609 I(12)(ii)].
Incremental Earnings from Training Program Participation	Incremental earnings and benefits to any family member resulting from participation in qualifying training program funded by HUD or in qualifying federal, state, tribal, or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff are excluded from annual income. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the training program unless those amounts are excluded under 24 CFR 5.609(b)(9)(i) [24 CFR 5.609(b)(12)(iv)].
Reparation Payments	Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era [24 CFR 5.609(b)(13)].
Adoption Assistance Payments	Adoption assistance payments for a child in excess of the amount of the dependent deduction per adopted child [24 CFR 5.609(b)(15)].

Food Stamps	The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017 (b)). This exclusion also applies to assets.
School Lunch	Benefits under Section 1780 of the Richard B. Russell School Lunch Act and Child Nutrition Act of 1966, including WIC and reduced-price lunches.
Payments under the Domestic Volunteer Services Act	Payments, including for supportive services and reimbursement of out-of-pocket expenses, to volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(g), 5058). The exclusion also applies to assets. The exclusion does not apply when the Chief Executive Officer of the Corporation for National and Community Service determines that the value of all such payments, adjusted to reflect the number of hours such volunteers are serving, is equivalent to or greater than the minimum wage then in effect under the Fair Labor Standards Act of 1938 (29 U.S.C. 201 et seq.) or the minimum wage, under the laws of the State where such volunteers are serving, whichever is the greater (42 U.S.C. 5044(f)(1)).
LIHEAP	Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f)(1)).
Workforce Innovation and Opportunity Act	Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998 which was reauthorized as the Workforce Innovation and Opportunity Act of 2014 (29 U.S.C. 3241(a)(2)).
V.A. Deferred Disability Benefits	Deferred disability benefits from the Department of Veterans Affairs, whether received as a lump sum or in monthly prospective amounts.
Income of and Payments Made to Tribal Members	(a) Payments received by tribal members as a result of claims relating to the mismanagement of assets held in trust by the United States, to the extent such payments are also excluded from gross income under the Internal Revenue Code or other federal law [24 CFR 5.609(b)(21)]. Generally, payments received by tribal members in excess of the first $2,000 of per capita shares are included in a family's annual income for purposes of determining eligibility. However, payments made under the Cobell Settlement, and certain per capita payments under the recent Tribal Trust Settlements, are excluded from annual income. (b) Certain payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(c)). (c) Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 5506).

	(d) Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub. L. 94-540, 90 Section 6). (e) Payments, funds, or distributions authorized, established, or directed by the Seneca Nation Settlement Act of 1990 (25 U.S.C. 1774f(b)). (f) A lump sum or periodic payment received by an individual Indian pursuant to the Class Action Settlement Agreement in the United States District Court case entitled *Elouise Cobell et al.* v. *Ken Salazar et al.,* for a period of one year from the time of receipt of that payment as provided in the Claims Resolution Act of 2010. (g) The first $2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U. S. Claims Court, the interests of individual Indians in trust or restricted lands, including the first $2,000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C. 1407-1408). This exclusion does not include proceeds of gaming operations regulated by the Commission (25 U.S.C. 1407–1408). (h) Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721). This exclusion also applies to assets. (i) Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95-433) This exclusion also applies to assets. (j) Per capita payments made from the proceeds of Indian Tribal Trust Settlements listed in IRS Notice 2013-1 and 2013-55 must be excluded from annual income unless the per capita payments exceed the amount of the original Tribal Trust Settlement proceeds and are made from a Tribe's private bank account in which the Tribe has deposited the settlement proceeds. Such amounts received in excess of the Tribal Trust Settlement are included in the gross income of the members of the Tribe receiving the per capita payments as described in IRS Notice 2013-1. The first $2,000 of per capita payments are also excluded from assets unless the per capita payments exceed the amount of the original Tribal Trust Settlement proceeds and are made from a Tribe's private bank account in which the Tribe has deposited the settlement proceeds (25 U.S.C. 117b(a), 25 U.S.C. 1407).
Older Americans Act Payments	Payments received from programs funded under Title V of the Older Americans Act of 1965 (42 U.S.C. 3056(f)).
Childcare and Development Block Grant	The value of any childcare provided or arranged (or any amount received as payment for such care or reimbursement for costs

	incurred for such care) under the Childcare and Development Block Grant Act of 1990 (42 U.S.C. 9858q).
Earned Income Tax Credit	Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32(j)). This exclusion also applies to assets.
Student Financial Assistance and Earned Income	(a) Amounts of student financial assistance funded under Title IV of the Higher Education Act of 1965j, including awards under federal work-study programs or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu). For Section 8 programs, only, any financial assistance in excess of amounts received by an individual for tuition and any other required fees and charges under the Higher Education Act of 1965 (20 U.S.C. 1001 et seq.), from private sources, or an institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C. 1002)), shall be considered income if the individual is over the age of 23 with dependent children (Pub. L. 109–115, section 327 (as amended)). (b) The earned income of a dependent full-time student in excess of the amount of the dependent deduction.
AmeriCorps	Allowances, earnings, and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d)).
Crime Victim Compensation	Any amount of crime victim compensation that provides medical or other assistance (or payment or reimbursement of the cost of such assistance) under the Victims of Crime Act of 1984 received through a crime victim assistance program, unless the total amount of assistance that the applicant receives from all such programs is sufficient to fully compensate the applicant for losses suffered as a result of the crime (34 U.S.C. 20102(c)).
Individual Development Account	Any amounts in an "individual development account" are excluded from assets and any assistance, benefit, or amounts earned by or provided to the individual development account are excluded from income, as provided by the Assets for Independence Act, as amended (42 U.S.C. 604(h)(4)).
Disaster Assistance	Major disaster and emergency assistance received under the Robert T. Stafford Disaster Relief and Emergency Assistance Act and comparable disaster assistance provided by states, local governments, and disaster assistance organizations. This exclusion also applies to assets.
ABLE Accounts	Distributions from an ABLE account, distributions from and certain contributions to an ABLE account established under the ABLE Act of 2014 (Pub. L. 113–295.), as described in Notice PIH 2019–09 or subsequent or superseding notice is excluded from income and assets.

Federal Income Tax Refund or Advance Payment	The amount of any refund (or advance payment with respect to a refundable credit) issued under the Internal Revenue Code is excluded from income and assets for a period of 12 months from receipt (26 U.S.C. 6409).
COVID-era Emergency Rental Assistance	Assistance received by a household under the Emergency Rental Assistance Program pursuant to the Consolidated Appropriations Act, 2021 (Pub. L. 116–260, section 501(j)), and the American Rescue Plan Act of 2021.
Service-connected Disability	Any amounts (i) not actually received by the family, (ii) that would be eligible for exclusion under 42 U.S.C. 1382b(a)(7), and (iii) received for service-connected disability under 38 U.S.C. Chapter 11 or dependency and indemnity compensation under 38 U.S.C. Chapter 13 (25 U.S.C. 4103(9)(C)) as provided by an amendment by the Indian Veterans Housing Opportunity Act of 2010 (Pub. L. 111–269 section 2) to the definition of income applicable to programs under the Native American Housing Assistance and Self-Determination Act (NAHASDA) (25 U.S.C. 4101 et seq.).
Income from Full-time Students	Annual earnings equal to the of the deduction for a dependent as adjusted annually for each full-time student 18 years old or older (excluding the head of household or spouse).
Assistance to keep family members with disabilities living at home	Amounts paid by Federal or State government to keep family members with disabilities living at home, including payments to a family member residing in the unit and caring for the person with a disability also residing in the unit.
Trust Distributions	For an irrevocable trust or a revocable trust outside the control of the family or household excluded from the definition of net family assets under § 5.603(b): (A) Distributions of the principal or corpus of the trust; and (B) Distributions of income from the trust when the distributions are used to pay the costs of health and medical care expenses for a minor.

24 EXAMPLES OF ACCEPTABLE 3RD- VERIFICATION

Item Requiring Verification	**Acceptable 3rd-party Verification**	**Acceptable Hand-carried Verification**
Social Security Number	Third-party verification form completed and returned by Social Security Electronic Reports	Original Social Security Card Appropriate government letter showing the number Other HUD-allowed method
Adult Status of Head of Household	Not Applicable	Valid driver's license with birth date Government-issued ID card showing birth date Birth certificate
Citizenship	Not Applicable	Voter registration card Birth certificate Signed certification
Eligible Immigration Status	INS SAVE confirmation #	INS card
Disability	Written verification from Social Security Administration Written verification from appropriate diagnostician such as physician, psychiatrist, psychologist, therapist, licensed social worker or other from medical professional	Proof of SSI or Social Security disability payments
Full time student status (if >18 years)	Written verification or letter from the registrar's office or other school official	For high school and/or college students, any document evidencing enrollment for sufficient # of credits to be considered a fulltime student by the education institution
Need for live-in aide	Written verification or letter from doctor or other professional with knowledgeable of condition	Not Applicable
Child care costs	Written verification or letter from child care provider	Bills and receipts from child care provider

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Item Requiring Verification	Acceptable 3rd-party Verification	Acceptable Hand-carried Verification
Disability assistance expenses	Letters from suppliers, care givers, etc.	Bills and records of payment from suppliers, care givers, etc.
Health and medical expenses	Written verification or letter from providers Prescription record from pharmacy Medical professional's letter stating assistance or a companion animal is needed	Bills, receipts, records of payment, dates of trips, mileage log, receipts for fares and tolls
Medicare prescription drug coverage	Not applicable	Card issued by the private prescription drug plan with the words Medicare Rx on it.
Savings, checking accounts	Written verification or letter from institution	Most current statements
CDs, bonds, etc.	Written verification or letter from institution	Tax return Information brochure from institution The CD The bond
Stocks	Written verification or letter from broker or holding company	Stock or most current statement Price in newspaper or through Internet
Real property	Letter from tax office	Property tax statement (for current value) Notice of assessment Records of income and expenses Tax return
Personal property held as an investment	Assessment, bluebook, etc.	Receipt for purchase Other evidence of worth
Cash value of whole life insurance policies	Letter from insurance company	Current statement
Assets disposed of for less than fair market value	Not applicable	Original receipt and receipt at disposition

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Item Requiring Verification	Acceptable 3rd-party Verification	Acceptable Hand-carried Verification
		Other evidence of worth
Earned income/wages	Written verification or letter from employer	Multiple consecutive pay stubs
Self-employed	Not applicable	Tax return from prior year Books of accounts
Regular gifts and contributions	Written verification or letter from source Letter from organization receiving gift (i.e., if grandmother pays day care provider, the day care provider could so state)	Bank deposits Other similar evidence
Alimony/child support	Court order Written verification or letter from source Letter from Human Services	Record of deposits Divorce decree
Social Security	Not applicable	Letter from Social Security as verified by HUD computer systems
Periodic payments (i.e., welfare, pensions, workers' comp, unemployment)	Letter or electronic reports from the source	Award letter Letter announcing change in amount of future payments
Training program participation	Written verification or letter from program provider indicating - whether Enrolled or completed Training is HUD-funded Federal, State, local government It is employment training Payments are for out- of pocket expenses incurred in order to participate in a program	Not applicable

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25 ABC HOUSING AGENCY USE OF HUD'S ENTERPRISE INCOME VERIFICATION (EIV) SYSTEM

The EIV systems is used to validate family-reported income and information for participants and newly-admitted families, and to identify potential discrepancies in income reporting by participants during the annual and interim reexamination processes.

The ABC Housing Agency uses the EIV system to verify household income on such sources as social security, social security disability, SSI, wages and unemployment compensation for each family member. The ABC Housing Agency uses the EIV system to compare the income source and amount recorded in the participant-supplied income data and form, HUD 50058 maintained in the Public Housing Information Center (PIC) database.

25.1 NEW ADMISSIONS

For each new admission, the ABC Housing Agency will:

1. Review the EIV Income Report to confirm/validate family-reported income within 120 days of the PIC submission date;
2. Print and maintain a copy of the EIV Income Report in the tenant file;
3. Resolve any income discrepancy with the family within sixty (60) calendar days of the EIV Income Report date; and
4. Query the Former Tenant Search Module to determine if a PHA has reported a debt or adverse termination.

25.2 REEXAMINATIONS

The ABC Housing Agency will pull an EIV Income Report from the system before annual or interim reexaminations are conducted; the report will be compared with family-reported information. The purpose of this comparison is to determine if:

1. The tenant has reported all income; and
2. There is a substantial difference (defined as $2,400 or more annually), between EIV and family-reported information.

When EIV income data and participant reported income are NOT substantially different, the ABC Housing Agency will obtain from the tenant, any necessary documentation to complete the income determination process, and will:

1. Use participant documents or third-party income verification to calculate anticipated annual income if the *EIV income is less* than participant-provided documentation; or

2. Use EIV income data when the *EIV income is more* than the participant-provided documentation.

    a. The participant provides documentation of a change in circumstances. If acceptable participant documentation is provided to justify a change in circumstances, the participant documents will be used to calculate income.

When the EIV income report reveals an income source that was not reported by the tenant or there is a substantial difference in the reported income information, the ABC Housing Agency will:

1. Discuss the income discrepancy with the tenant;
2. Request the tenant provide documentation to confirm or dispute the unreported or underreported income and/or income sources;
3. Request 3rd party written verification from the income source if the tenant is unable to provide acceptable documentation to resolve the income discrepancy;
4. If applicable, determine the tenant's underpayment of rent retroactively;
5. Promptly notify the tenant in writing of any adverse findings made on the basis of the information verified through the aforementioned income discrepancy resolution process. The notice will inform the tenant of their right to contest the findings through the established appeals procedures; and
6. Take other action as directed by HUD or this administrative plan.

The ABC Housing Agency will resolve the discrepancy with the tenant within sixty (60) calendar days of the report. The ABC Housing Agency will not terminate, deny, suspend, or reduce the family's assistance until the expiration of any notice or appeals period.

When the ABC Housing Agency cannot readily anticipate income, such as in cases of seasonal employment, unstable work hours or suspected fraud, the ABC Housing Agency will:

1. Review historical income data for patterns of employment, paid benefits and receipt of other income;
2. Analyze all UIV, third-party, and family-provided data and attempt to resolve the income discrepancy;
3. Use the most current verified income data (and historical income data if appropriate) to calculate anticipated annual income;
4. If applicable, determine the tenant's underpayment of rent retroactively;

5. Promptly notify the tenant in writing of any adverse findings made on the basis of the information verified through the aforementioned income discrepancy resolution process. The notice will inform the tenant of their right to contest the findings through the established appeals procedures; and
6. Take other action as directed by HUD or this administrative plan.

The ABC Housing Agency will resolve the discrepancy with the tenant within sixty (60) calendar days of the report. The ABC Housing Agency will not terminate, deny, suspend, or reduce the family's assistance until the expiration of any notice or appeals period.

25.2.1 RETROACTIVE RENT

The ABC Housing Agency will determine the retroactive rent as far back as the existence of complete file documentation (form HUD-50058 and supporting documentation) to support such retroactive rent determinations.

25.3 EIV REPORT MONITORING

The ABC Housing Agency will monitor the following EIV reports as required / recommended by HUD:

Report Title	Report Description	Frequency of Use
Debts Owed to PHAs & Terminations	Information concerning former tenants who left owing a debt to a PHA or who had their voucher terminated for cause.	At the time of processing an applicant family for admission, and to enter debt information or terminations for families who have ended program participation.
Deceased Tenants Report	Identifies tenants reported by Social Security Administration (SSA) as being deceased.	At least quarterly
Failed EIV Prescreening Report	Identifies tenants who have missing or invalid personal identifiers (last name, date of birth, SSN) in HIP/TRACS. These tenants will not be sent to SSA from EIV for the SSA identity test.	Monthly

Report Title	Report Description	Frequency of Use
Failed Verification Report (Failed SSA Identity Test)	Identifies tenants whose personal identifiers (last name, date of birth, SSN) do not match the SSA database.	Monthly, if using a self-certification of SSN
Identity Verification Report	Identifies tenants that, failed SSA verification, and failed EIV pre-screening.	Monthly
Income Information for PIH Programs	Provides employment and income reported by HHS and SSA for each household member that passes the SSA identity test. Identifies tenants who: May not have reported complete and accurate income information; and/or May be receiving multiple subsidies.	May be used at annual reexamination. Not required at interim reexamination.
Income Validation Tool Report for PIH Programs	Projections of discrepant income for wages, unemployment compensation, and SSA benefits pursuant to HUD's data sharing agreements with the Department of Health and Human Services (HHS) using the National Directory of New Hires (NDNH) database, and the SSA.	At annual reexamination. May be used at other intervals.
Multiple Subsidy Report	Identifies tenants who may be receiving rental assistance at more than one location.	At least quarterly
New Hires Report	Identifies tenants who have new employment within the last six months. Report is updated monthly.	At annual reexamination. Quarterly for a family that has received a decrease in income as the result of an interim reexamination.

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25.3.1 EIV Debts Owed to PHAs & Termination Module

The ABC Housing Agency has at least one designated staff person whose responsibility it is to enter information into the Debt Termination Data Base (DTDB).

Designated staff person(s) will adhere to the following policies when entering debt/termination information into DTDB:

1. Debt/termination information will be entered only after an End of Participation (EOP) action has been entered in PIC for the former participant;
2. Debt/termination information will be entered within 90 days from the EOP date;
3. Debt/termination information will be maintained in DTDB no longer than 10 years;
4. Families who have never, or no longer, warrant being in the data base will be removed following HUD guidelines;
5. The tenant record will be modified no more than three times; and
6. Debts will be modified as payments are being made and removed only after being paid in full.

25.4 Records Retention

During the term of assisted tenancy and for at least three years after the end of participation, the ABC Housing Agency will retain documents in tenant files. To the extent feasible documents will be maintained electronically, as opposed to hard copy. This documentation will include but not be limited to:

1. At least the last three years of HUD Form 50058;
2. Supporting documentation for all annual and interim reexaminations of income, including but not limited to:
    a. Verification forms and reports;
    b. Written documentation of oral third-party verification (name, date of contact, amount of income received, telephone number of people contacted, etc.);
    c. Photocopies of documents, excluding government checks;
    d. Written statements of staff reviewing documents that cannot be photocopied; and

e. A copy of the EIV Individual Control Number (ICN) Page when there is no household income discrepancy noted on the household's Income Discrepancy Report tab or Income Discrepancy Report.

25.4.1 Storage of EIV Records

As an added security measure, on an annual basis the ABC Housing Agency EIV Security Officer will provide each program a listing of staff members who have ABC Housing Agency approved access to EIV wage/benefit data. The local security monitor or other designated staff will review this list and immediately notify the ABC Housing Agency security officer in writing of any names that should be deleted from the list.

The ABC Housing Agency will maintain a lockable container, file cabinet, or room to store EIV documents that are:

1. Outdated and are destined to be destroyed, or
2. Printed but not yet placed in the participants' files.

Caution will be taken to prevent the combining of each of the above types of documents, with files of each type kept in separate folders.

25.4.2 Key Control Form

The Section 8 and Low-income Public Housing Programs utilize the Key Control Form to document:

1. The number of keys issued for the lockable container, file cabinet, or room;
2. The names of program staff who are in possession of these keys; and
3. A change in the number of keys available or a change in the identity of the staff in possession of the key.

25.4.3 Disposal of Applicant and Participant Records

All EIV and related documents will be destroyed at the end of the three-year retention period. Documents will be destroyed in a manner that would not compromise the confidentiality of the applicants and/or participants. The preferred method for destroying documents is by shredding.

25.5 EIV Security Monitor

The ABC Housing Agency has a designated "EIV Security Monitor" who is responsible for:

1. Ensuring that the EIV security procedures outlined in this document are adhered to; and
2. Providing written notification to the EIV Security Officer when a staff member associated with EIV information is no longer employed with the ABC Housing Agency, or a staff member who previously had access rights no longer has such rights.

25.6 EIV SECURITY TRAINING

Prior to requesting approval for EIV access and annually thereafter, ABC Housing Agency staff must:

1. Watch the most recent HUD, EIV Security Awareness Training Webcast; and
2. Confirm they have watched the Webcast by signing EIV Webcast Training Certification form and submitting it to the ABC Housing Agency EIV Coordinator a HUD-issued "Certificate of Completion" is not required.

The ABC Housing Agency may also provide annual EIV training to approved staff or staff may attend annual training during regional meetings or conferences.

25.7 BREACH OF EIV SECURITY POLICY

Any breach of the EIV security policy must be immediately reported to the designated ABC Housing Agency Security Officer.

The data contained in and provided by the EIV system will be protected by the ABC Housing Agency and only be used for official program purposes. Data will not be disclosed to anyone in any manner that would violate the privacy of the individuals represented.

The ABC Housing Agency will adhere to EIV security awareness measures to ensure that only authorized system users may access the EIV system in order to maintain overall privacy and security compliance.

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26 DEFINITIONS

50058 Form: The HUD form that housing authorities are required to complete for each assisted household to record information used in the certification and re-certification process and, at the option of the housing authority, for interim reexaminations.

1937 Housing Act: The United States Housing Act of 1937 (42 U.S.C. 1437 et seq.) (24 CFR 5.100)

Absorption: In portability, the point at which a receiving housing authority stops billing the initial housing authority for assistance on behalf of a portable family. [24 CFR 982.4]

Adjusted Annual Income: The amount of household income, after deductions for specified allowances, on which a participant or tenant rent is based. (24 CFR 5.611)

Administrative fee: Fee paid by HUD to the housing authority for the administration of the program.

Administrative Plan: The plan that describes housing authority policies for the administration of the tenant-based programs.

Admission: The point when the family becomes a participant in the program. In a tenant-based program, the date used for this purpose is the effective date of the first HAP Contract for a family (first day of initial lease term).

Adult: A household member who is 18 years or older or who is the head of the household, or spouse, or co-head. An emancipated minor is also considered an adult. In the anti-drug portions of this policy, it also refers to a minor who has been convicted of a crime as an adult under any Federal, State or tribal law.

Affiliated individuals: a spouse, parent, brother or sister, or child of the person, or an individual to whom that person stands in loco parentis (in place of a parent); or any individual, tenant or lawful occupant living in the household of that individual.

Allowances: Amounts deducted from the household's annual income in determining adjusted annual income (the income amount used in the rent calculation). Allowances are given for elderly families, dependents, health and medical expenses for elderly and disabled families, disability expenses, and child care expenses for children under 13 years of age. Other allowances can be given at the discretion of the housing authority.

Annual Contributions Contract (ACC): The written contract between HUD and a housing authority under which HUD agrees to provide funding for a program under the 1937 Act, and the housing authority agrees to comply with HUD requirements for the program. (24 CFR 5.403)

Annual Income: All amounts not specifically excluded.

Applicant (applicant family): A family that has applied for admission to a program but is not yet a participant in the program. (24 CFR 5.403)

Assets: The value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles are not counted as assets. (Also see "net family assets")

Asset Income: Income received from assets held by family members. If assets total more than $50,000 or the most recent amount published by HUD, income from the assets is "imputed" and the greater of actual asset income and imputed asset income is counted in annual income. (Also see "imputed asset income")

Assisted lease (lease): A written agreement between an owner and a family for the leasing of a dwelling unit to the family. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP contract between the owner and the housing authority.

Business Days: Days the housing authority is open for business.

Certification: The examination of a household's income, expenses, and family composition to determine the household's eligibility for program participation and to calculate the household's rent for the following 12 months.

Child: For purposes of citizenship regulations, a member of the family other than the family head or spouse who is under 18 years of age. (24 CFR 5.504(b))

Childcare Expenses: Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for childcare. In the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income. (24 CFR 5.603(d))

Citizen: A citizen or national of the United States. (24 CFR 5.504(b))

Common space: In shared housing, space available for use by the assisted family and other occupants of the unit.

Congregate housing: Housing for elderly or persons with disabilities that meets the NSPIRE standards.

Consent Form: Any consent form approved by HUD to be signed by assistance applicants and participants for the purpose of obtaining income information from employers and SWICAs, return information from the Social Security Administration, and return information for unearned income from the Internal Revenue Service. The consent forms may authorize the collection of other information from assistance applicants or participant to determine eligibility or level of benefits. (24 CFR 5.214)

Contiguous MSA: In portability, an MSA that shares a common boundary with the MSA in which the jurisdiction of the initial housing authority is located.

Continuously assisted: An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the Housing Choice Voucher Program or is temporarily residing in a shelter for a legitimate reason.

Cooperative: Housing owned by a corporation or association, and where a member of the corporation or association has the right to reside in a particular unit, and to participate in management of the housing.

Cooperative member: A family of which one or more members owns membership shares in a cooperative.

Covered Families: Families who receive welfare assistance or other public assistance benefits ("welfare benefits") from a State or other public agency ("welfare agency") under a program for which Federal, State, or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for such assistance.

Covered Person: For purposes of the anti-drug provisions of this policy, a covered person is a participant, a tenant, any member of the participant's or tenant's household, a guest or another person under the participant's or tenant's control.

Currently engaging in: With respect to behavior such as illegal use of a drug, other drug-related criminal activity, or other criminal activity, currently engaging in means that the individual has engaged in the behavior recently enough to justify a reasonable belief that the individual's behavior is current.

Dating Violence: Violence committed by a person: (A) who is or has been in a social relationship of a romantic or intimate nature with the victim; and (B) where the existence of such a relationship shall be determined based on a consideration of the following factors: (i) the length of the relationship; (ii) the type of relationship; and (iii) the frequency of interaction between the persons involved in the relationship.

Day Laborer: an individual hired and paid one day at a time without an agreement that the individual will be hired or work again in the future.

Decent, safe, and sanitary: Housing that satisfies the applicable housing quality standards.

Department: The Department of Housing and Urban Development. (24 CFR 5.100)

Dependent: A member of the family (except foster children and foster adults), other than the family head or spouse, who is under 18 years of age or is a person with a disability or is a full-time student. (24 CFR 5.603(d))

Dependent Deduction: An amount established by HUD and multiplied by the number of dependents, that is deducted from the household's annual income in determining adjusted annual income in the public housing program.

Disability Assistance Expenses: Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source. (24 CFR 5.603(d))

Disabled Family: A family whose head, spouse, or sole member is a person with disabilities; two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides. (24 CFR 5.403(b)) (Also see "person with disabilities.")

Displaced Family: A family in which each member, or whose sole member, is a person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws. (24 CFR 5.403(b))

Displaced Person: A person displaced by governmental action or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws. [1937 Act]

Domestic Violence: Includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitated with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that persons acts under the domestic or family violence laws of the jurisdiction.

Domicile: The legal residence of the household head or spouse as determined in accordance with State and local law.

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

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

Drug trafficking: The illegal manufacture, sale, or distribution, or the possession with intent to manufacture, sell, or distribute, of a controlled substance.

Economic self-sufficiency program: Any program designed to encourage, assist, train or facilitate the economic independence of HUD-assisted families or to provide work for such families. These programs include programs for job training, employment counseling, work

placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, and any program necessary to ready a participant for work (including a substance abuse or mental health treatment program), or other work activities.

Elderly family: A family whose head, spouse, or sole member is a person who is at least 62 years of age; or two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides. 24 CFR 5.403)

Elderly/Disabled Family Allowance: For elderly families, an allowance is deducted from the household's annual income in determining adjusted annual income.

Elderly person: A person who is at least 62 years of age.

Evidence of citizenship or eligible status: The documents that must be submitted to evidence citizenship or eligible immigration status.

Exception rent: An amount that exceeds the published fair market rent.

Extremely low-income families: A very low-income family whose income does not exceed 30% of the median income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 30% of the median income for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

Fair Housing Act: Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.). (24 CFR 5.100)

Fair Market Rent (FMR): The rent, including the cost of utilities (except telephone, cable TV and Internet), as established by HUD. Because the ABC Housing Agency is in a Small Area FMR service area, the FMR applies only to manufactured home space rent.

Family includes but is not limited to**:**

1. A single person, who may be:
    a. An elderly person, displaced person, disabled person, near-elderly person, or any other single person;
    b. An otherwise eligible youth who has attained at least 18 years of age and not more than 24 years of age and who has left foster care, or will leave foster care within 90 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act (42 U.S.C. 675(5)(H)), and is homeless or is at risk of becoming homeless at age 16 or older; or
2. A group of persons residing together, and such group includes, but is not limited to:

a. A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family);
b. An elderly family;
c. A near-elderly family;
d. A disabled family;
e. A displaced family; and
f. The remaining member of a tenant family.

Family members: include all household members except live-in aides, foster children and foster adults permanently residing in the unit. Family members may be temporarily absent for up to 180 consecutive days, except a head, spouse or cohead absent for more than 180 consecutive days due to employment. All family members are listed on the HUD-50058 form.

Family Rent to Owner: In the housing choice voucher program, the portion of rent to owner paid by the family.

Family self-sufficiency program (FSS program): The program established by a housing authority to promote self-sufficiency of assisted families, including the coordination of supportive services (42 U.S.C. 1437u), (24 CFR 984.103(b)).

Family share: The portion of rent and utilities paid by the family or the gross rent minus the amount of the housing assistance payment.

Family unit size: The appropriate number of bedrooms for a family as determined by the housing authority under the housing authority's subsidy standards.

Full-time employment: Employment that averages at least 30 hours per week. This can include self-employment as long as the employees earns at least the average of the federal minimum wage over a 30-hour period.

Full-time student: A person who is attending school or vocational training on a full-time basis as defined by the institution.

Gross rent: The sum of the rent to the owner plus any utilities.

Group Home: A dwelling unit that is licensed by a State as a group home for the exclusive residential use of two to twelve persons who are elderly or persons with disabilities (including any live-in aide).

Guest: Means a person temporarily staying in the unit with the consent of a resident or other member of the household who has express or implied authority to so consent on behalf of the resident.

Head of household: The adult member of the family who is the head of the household for purposes of determining income eligibility and rent.

Household members: include all individuals who reside or will reside in the unit and who are listed on the lease, including live-in aides, foster children and foster adults.

Housing Assistance Payment (HAP): The monthly assistance by a housing authority, which includes (1) a payment to the owner for rent to the owner under the family's lease, and (2) an additional payment to the family if the total assistance payment exceeds the rent to owner.

Housing Assistance Plan: A housing plan that is submitted by a unit of general local government and approved by HUD as being acceptable under the standards of 24 CFR 570.

Housing voucher: A document issued by a housing authority to a family selected for admission to the Housing Choice Voucher Program. This document describes the program and the procedures for housing authority approval of a unit selected by the family. The housing choice voucher also states the obligations of the family under the program.

Housing choice voucher holder: A family that has an unexpired housing choice voucher.

Immediate Family Member: A spouse, parent, brother or sister, or child of the person, or an individual to whom that person stands in loco parentis (in place of a parent); or any other person living in the household of that person and related to that person by blood or marriage.

Imputed Income: For households with net family assets of more than $50,000, as may be adjusted periodically by HUD, the amount calculated by multiplying net family assets by a HUD-specified percentage. If imputed income is more than actual income from assets, the imputed amount is used as income from assets in determining annual income.

Imputed welfare income: The amount of annual income not actually received by a family, as a result of a welfare benefit reduction for welfare fraud or the failure to comply with economic self-sufficiency requirements, that is nonetheless included in the family's annual income for purposes of determining rent.

In-Kind Payments: Contributions other than cash made to the family or to a family member in exchange for services provided or for the general support of the family (e.g., groceries provided on a weekly basis, babysitting provided on a regular basis).

Income category: Designates a family's income range. There are three categories: low income, very low income and extremely low-income.

Incremental income: The increased portion of income between the total amount of welfare and earnings of a family member prior to enrollment in a training program and welfare and earnings of the family member after enrollment in the training program. All other amounts, increases and decreases, are treated in the usual manner in determining annual income.

Independent Contractor: an individual who qualifies as an independent contractor instead of an employee in accordance with the Internal Revenue Code federal income tax requirements and whose earnings are consequently subject to the self-employment tax.

In general, an individual is an independent contractor if they have the right to control or direct only the conduct of the work. For example, while instructions and route information are generally provided, third-party delivery and transportation service providers are considered independent contractors unless state law dictates otherwise. In addition, individuals considered "gig workers," such as babysitters, landscapers, rideshare drivers, and house cleaners, typically fall into the category of independent contractor.

Initial Housing Authority: In portability, both: (1) a housing authority that originally selected a family that later decides to move out of the jurisdiction of the selecting housing authority; and (2) a housing authority that absorbed a family that later decides to move out of the jurisdiction of the absorbing housing authority.

Initial payment standard: The payment standard at the beginning of the HAP contract term.

Initial rent to owner: The rent to owner at the beginning of the initial lease term.

Interest in the home: In the homeownership option:

1. In the case of assistance for a homeowner, "interest in the home" includes title to the home, any lease or other right to occupy the home, or any other present interest in the home.
2. In the case of assistance for a cooperative member, "interest in the home" includes ownership of membership shares in the cooperative, any lease or other right to occupy the home, or any other present interest in the home.

Interim (examination): A reexamination of a household's income, expenses, and household status conducted between the annual recertifications when a change in a household's circumstances warrant such a reexamination.

Jurisdiction: The area in which the housing authority has authority under State and local law to administer the program.

Law enforcement agency: The National Crime Information Center (NCIC), police departments and other law enforcement agencies that hold criminal conviction records.

Lease: A written agreement between an owner and participant for the leasing of a dwelling unit to the resident. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP Contract between the owner and the housing authority.

Legal capacity: The participant is bound by the terms of the lease and may enforce the terms of the lease against the owner.

Live-in aide: A person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who:

1. Is determined to be essential to the care and well-being of the persons;

2. Is not obligated for the support of the persons; and
3. Would not be living in the unit except to provide the necessary supportive services.

A live-in aide is not a party to the lease.

Low-income families: Those families whose incomes do not exceed 80% of the median income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 80% of the median for the area on the basis of HUD's findings that such variations are necessary because of unusually high or low family incomes.

Manufactured home: A manufactured structure that is built on a permanent chassis, is designed for use as a principal place of residence, and meets the NSPIRE.

Manufactured home space: In manufactured home space rental: A space leased by an owner to a family. A manufactured home owned and occupied by the family is located on the space.

Health and medical expenses: Health and medical expenses, including medical insurance premiums and long-term care insurance premiums, that are anticipated during the period for which annual income is computed, and that are not covered by insurance.

Mixed family: A family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status.

Monthly adjusted income: One twelfth of adjusted income.

Monthly income: One twelfth of annual income.

Mutual housing is included in the definition of "cooperative".

National: A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

Near-elderly family: A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons who are at least 50 years of age but below the age of 62 living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides.

Net family assets:

1. Net cash value after deducting reasonable costs that would be incurred in disposal of real property, savings, stocks, bonds, other forms of capital investment, and luxury items such as recreational boat or vehicles not used for regular transportation and excluding:
    a. Interests in Indian trust land;
    b. Equity accounts in HUD homeownership programs;

c. The value of necessary items of personal property such as furniture and automobiles or other items as defined in HUD guidance;

d. Retirement accounts;

e. Federal tax refunds or refundable tax credits for a period of 12 months after receipt by the family;

f. The value of Achieving Better Life Experience (ABLE) accounts; and

g. Educational savings accounts.

2. In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income.

3. The value of any business or family assets disposed of by an applicant or resident for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefor. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms.

4. For purposes of determining annual income under Section 8 Homeownership, the term "net family assets"' does not include the value of a home currently being purchased with assistance under the Section 8 Homeownership Program. This exclusion is limited to the first 10 years after the purchase date of the home.

Noncitizen: A person who is neither a citizen nor national of the United States.

Nonrecurring Income: Income that will not be repeated beyond the coming year (i.e., the 12 months following the effective date of the certification), based on information provided by the family, including but not limited to:

9. Nonrecurring payments made to the family or to a third party on behalf of the family to assist with utilities, eviction prevention, security deposits to secure housing, payments for participation in research studies depending on the duration, and general one-time payments received by or on behalf of the family.

10. Payments from the U.S. Census Bureau for employment lasting no longer than 180 days and not culminating in permanent employment;

11. Direct federal or state economic stimulus payments;

12. Amounts directly received by the family as a result of state refundable tax credits or state tax refunds at the time they are received;
13. Amounts directly received by the family as a result of federal refundable tax credits or federal tax refunds at the time they are received;
14. Gifts for holidays, birthdays, or other significant life events or milestones (e.g., wedding, baby shower, or anniversary gifts);
15. In-kind donations (e.g., food, clothing, or toiletries received from a food bank or similar organization); and
16. Lump-sum additions to net family assets (e.g., lottery winnings, contest winnings, etc.).

Notice of Funding Availability (NOFA): For budget authority that HUD distributes by competitive process, the Federal Register document that invites applications for funding. This document explains how to apply for assistance and the criteria for awarding the funding.

Occupancy standards: The standards that the housing authority establishes for determining the appropriate number of bedrooms needed to house families of different sizes or composition.

Other person under the tenant's control: A person not staying as a guest who is or was at the time of the activity in question, on the premises because of an invitation from the tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not under the tenant's control.

Owner: Any person or entity, including a cooperative, having the legal right to lease or sublease existing housing. In the anti-drug related Areas of this policy, it means the owner of federally assisted housing.

Participant (participant family): A family that has been admitted to the housing authority's program and is currently assisted in the program. The family becomes a participant on the effective date of the first HAP contract executed by the housing authority for the family (first day of initial lease). In public housing, a family or individual that is assisted by the public housing program.

Payment standard: In a housing choice voucher tenancy, the maximum monthly assistance payment for a family (before deducting the total tenant payment by family contribution). For a housing choice voucher tenancy, the housing authority sets a payment standard in the range from 90% to 110% of the current FMR.

Permanently absent: A person or persons not actually residing in the unit who once lived there and does not intend to return. One becomes permanently absent when one vacates the unit.

Person with disabilities: A person who:

1. Has a disability as defined in 42 U.S.C. 423

2. Is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment that:
    a. Is expected to be of long-continued and indefinite duration;
    b. Substantially impedes his or her ability to live independently; and
    c. Is of such a nature that the ability to live independently could be improved by more suitable housing conditions; or
3. Has a developmental disability as defined in 42 U.S.C. 6001

This definition does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome.

For purposes of qualifying for low-income housing, it does not include a person whose disability is based solely on any drug or alcohol dependence.

Personally Identifiable Information (PII): Information which can be used to distinguish or trace an individual's identity, such as their name, social security number, biometric records, etc. alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

Pre-Applicant (pre-applicant family): A person or family that has completed the pre-application to be placed on the Waiting List for admission to a program but has not yet completed the full application and is not yet a participant in the program.

Portability: Renting a dwelling unit with Section 8 tenant-based assistance outside the jurisdiction of the initial housing authority.

Premises: The building or complex in which the dwelling unit is located, including common areas and grounds. For purposes of the anti-drug provisions of this policy it means the building or complex or development in which the public or assisted housing dwelling unit is located, including common areas and grounds.

Previously unemployed: This includes a person who has earned, in the 12 months previous to employment, no more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage.

Private space: In shared housing: The portion of a contract unit that is for the exclusive use of an assisted family.

Processing Entity: The person or entity who is responsible for making eligibility and related determinations and an income reexamination. In the Section 8 and public housing programs the processing entity is the responsibility entity.

Proration of assistance: The reduction in a family's housing assistance payment to reflect the proportion of family members in a mixed family who are eligible for assistance.

Public Housing Agency: A State, county, municipality or other governmental entity or public body (or agency or instrumentality thereof) authorized to engage in or assist in the development or operation of low-income housing.

Reasonable rent: A rent to owner that is not more than charged: (a) for comparable units in the private unassisted market; and (b) for a comparable unassisted unit in the premises.

Receiving Housing Authority: In portability, a housing authority that receives a family selected for participation in the tenant-based program of another housing authority. The receiving housing authority issues a housing choice voucher, and provides program assistance to the family.

Re-certification: A reexamination of a household's income, expenses, and family composition to determine the household's rent for the following 12 months.

Rent to owner: The monthly rent payable to the owner under the lease. Rent to owner covers payment for any housing services, maintenance, and utilities that the owner is required to provide and pay for.

Responsible Entity:

1. For the public housing program, the Section 8 tenant-based assistance program 24 CFR 982), and the Section 8 project-based voucher program (24 CFR 983), and the
2. Section 8 moderate rehabilitation program (24 CFR 882), responsible entity means the PHA administering the program under an ACC with HUD;
3. For all other Section 8 programs, responsible entity means the Section 8 project owner.

Risk assessment: In the context of lead-based paint, an on-site investigation to determine and report the existence, nature, severity, and location of lead-based paint hazards in residential dwellings, including:

1. Information gathering regarding the age and history of the housing and occupancy by children under age 6;
2. Visual inspection;
3. Limited wipe sampling or other environmental sampling techniques;
4. Other activity as may be appropriate; and
5. Provision of a report explaining the results of the investigation.

Seasonal Worker: an individual who is: 1) hired into a short-term position (e.g., for which the customary employment period for the position is 6 months or fewer); and 2) the employment begins about the same time each year (such as summer or winter). Typically, the individual is hired to address seasonal demands that arise for the employer or industry.

Self-Declaration: A type of verification statement by the tenant as to the amount and source of income, expenses, or family composition. Self-declaration is acceptable verification only when third-party verification or documentation cannot be obtained.

Sensitive Personally Identifiable Information: PII that when lost, compromised or disclosed without authorization could substantially harm an individual. Examples of sensitive PII include social security or driver's license numbers, medical records, and financial account numbers such as credit or debit card numbers.

Set-up charges: In a manufactured home space rental, charges payable by the family for assembly, skirting and anchoring the manufactured home.

Shared housing: A unit occupied by two or more families. The unit consists of both common space for shared use by the occupants of the unit and separate private space for each assisted family.

Shelter allowance: That portion of a welfare benefit (e.g., TANF) that the welfare agency designates to be used for rent and utilities.

Single person: Someone living alone or intending to live alone who does not qualify as an elderly person, a person with disabilities, a displaced person, or the remaining member of a tenant family.

Single room occupancy housing (SRO): A unit for occupancy by a single eligible individual capable of independent living that contains no sanitary facilities or food preparation facilities, or contains either, but not both, types of facilities.

Small Area Fair Market Rent (FMR): The rent, including the cost of utilities (except telephone, cable TV and Internet), as established by HUD for units of varying sizes (by number of bedrooms), that must be paid in each zip code in the housing market area to rent privately-owned existing, decent, safe and sanitary rental housing of modest (non-luxury) nature with suitable amenities. SAFMRs are published periodically in the Federal Register.

Special admission: Admission of an applicant that is not on the housing authority waiting list, or admission without considering the applicant's waiting list position.

Special housing types: Special housing types include: SRO housing, congregate housing, group homes, shared housing, cooperatives (including mutual housing), and manufactured homes (including manufactured home space rental).

Specified welfare benefit reduction:

1. A reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare agency, because of fraud by a family member in connection with the welfare program; or because of welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.

2. "Specified welfare benefit reduction" does not include a reduction or termination of welfare benefits by the welfare agency:
    a. at the expiration of a lifetime or other time limit on the payment of welfare benefits;
    b. because a family member is not able to obtain employment, even though the family member has complied with welfare agency economic self-sufficiency or work activities requirements; or
    c. because a family member has not complied with other welfare agency requirements.

Stalking: to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate; or to place under surveillance with the intent to kill, injure, harass, or intimidate another person; and in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (i) that person; (ii) the spouse or intimate partner of that person; or (iii) an affiliated individual.

State Wage Information Collection Agency (SWICA): The State agency receiving quarterly wage reports from employers in the State, or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information.

Subsidy standards: Standards established by a housing authority to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

Suspension: Stopping the clock on the term of a family's housing choice voucher, for such period as determined by the housing authority, from the time when the family submits a request for housing authority approval to lease a unit, until the time when the housing authority approves or denies the request. Also referred to as tolling.

Temporarily absent: A person or persons not actually residing in a unit for a period of time while still maintaining control of the unit. If the absence exceeds thirty (30) calendar days, the Housing Authority must agree to the absence.

Temporary Assistance to Needy Families (TANF): The program that replaced the Assistance to Families with Dependent Children (AFDC) that provides financial assistance to needy families who meet program eligibility criteria. Benefits are limited to a specified time period.

Tenant: The person or persons (other than a live-in aide) who executes the lease as lessee of the dwelling unit.

Third-Party (verification): Written or oral confirmation of a family's income, expenses, or household composition provided by a source outside the household.

Total tenant payment (TTP) – Section 8 Program: The amount calculated under Section 3(a)(1) of the 1937 Act, which is the higher of:

1. 30% of the family's monthly adjusted income;
2. 10% of the family's monthly income;
3. Minimum rent; or
4. The portion of welfare payments designated specifically for housing cost's if the family is receiving payments for welfare assistance from a public agency and a part of those payments is specifically designated to meet the family's housing cost.
    a. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the total tenant payment is the amount resulting from one application of the percentage plus any rent above the payment standard.

Transfer payments: Payments made or income received in which no goods or services are being paid for, such as welfare, social security, and governmental subsidies for certain benefits. Transfer payments are not included in earned income.

Unearned income: any annual income, as calculated under 24 CFR § 5.609, that is not earned income.

Utility allowance: If the cost of utilities (except telephone, and cable TV) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a housing authority or HUD of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

Utility hook-up charge: In a manufactured home space rental, costs payable by a family for connecting the manufactured home to utilities such as water, gas, electrical and sewer lines.

Utility reimbursement: The portion of the housing assistance payment that exceeds the amount of the rent to owner. It is only paid when the housing assistance payment exceeds the rent to owner. If the cost of utilities (except telephone and cable TV) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a PHA of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

VAWA means the Violence Against Women and Department of Justice Reauthorization Act of 2005 (Pub. L. 109–162, approved August 28, 2006), as amended by the U.S. Housing Act of 1937 (42 U.S.C. 1437d and 42 U.S. 1437f).

Verification: The process of obtaining statements from individuals who can attest to the accuracy of the amounts of income, expenses, or household member status (e.g., employers, public assistance agency staff, doctors).

Very low-income families: Families whose incomes do not exceed 50% of the median family income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 50% of the median for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

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

Voucher (rental voucher): A document issued by a housing authority to a family selected for admission to the Housing Choice Voucher Program. This document describes the program and the procedures for housing authority approval of a unit selected by the family and states the obligations of the family under the program.

Voucher holder: A family holding a housing choice voucher with unexpired search time.

Waiting list admission: An admission from the housing authority waiting list. [24 CFR 982.4]

Welfare Assistance: Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, State or local governments (including assistance provided under the Temporary Assistance for Needy Families (TANF) program, as that term is defined under the implementing regulations issued by the Department of Health and Human Services at 45 CFR 260.31).

45 CFR 260.31 defines the term “assistance” to include cash, payments, vouchers, and other forms of benefits designed to meet a family's ongoing basic needs (i.e., for food, clothing, shelter, utilities, household goods, personal care items, and general incidental expenses).

It includes such benefits even when they are:

1. Provided in the form of payments by a TANF agency, or other agency on its behalf, to individual recipients; and
2. Conditioned on participation in work experience or community service (or any other work activity under 45 CFR 261.30).
3. Except where excluded later in this definition, it also includes supportive services such as transportation and childcare provided to families who are not employed.
4. The term “assistance” excludes:
    a. Nonrecurrent, short-term benefits that:
        i. Are designed to deal with a specific crisis situation or episode of need;

ii. Are not intended to meet recurrent or ongoing needs; and

iii. Will not extend beyond four months.

b. Work subsidies (i.e., payments to employers or third parties to help cover the costs of employee wages, benefits, supervision, and training);

c. Supportive services such as child care and transportation provided to families who are employed;

d. Refundable earned income tax credits;

e. Contributions to, and distributions from, Individual Development Accounts;

f. Services such as counseling, case management, peer support, childcare information and referral, transitional services, job retention, job advancement, and other employment-related services that do not provide basic income support; and

g. Transportation benefits provided under a Job Access or Reverse Commute project, pursuant to section 404(k) of the Act, to an individual who is not otherwise receiving assistance.

Welfare rent: In "as-paid" welfare programs, the amount of the welfare benefit designated for shelter and utilities.

Written notification: Written communication between the PHA and the applicant or participant that is hand delivered with a signed receipt or mailed via first class mail unless specified otherwise.

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