

**City of Glendale, Arizona
Community Housing Division**



**Section 8
Administrative Plan**

Revision Date July 2010



**City of Glendale
Community Housing Division**

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STATEMENT OF OVERALL ADMINISTRATIVE APPROACH

A major goal of the City of Glendale Community Housing Division (CHD) is to develop, promote, and administer an assisted housing program within the authorized area of operation; to provide decent, safe, and sanitary housing for low-income families. This will be done in an efficient and economical manner consistent with local and federal goals and objectives; to efficiently administer projects and programs as approved by the Annual Contributions Contract with the U.S. Department of Housing and Urban Development (HUD); and to develop assisted housing, thereby promoting increased diversity and vitality of neighborhoods through the spatial deconcentration of housing opportunities for low income persons.

1.0 EQUAL OPPORTUNITY (§982.53)

1.1. *Fair Housing*

It is the policy of the City of Glendale, Community Housing Division (CHD) 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 ground 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 CHD housing programs.

To further its commitment to full compliance with applicable Civil Rights laws, CHD will provide Federal/State/local information to applicants for and participants in the 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, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made available at CHD office. In addition, all written information and advertisements will contain the appropriate Equal Opportunity language and logo.

CHD will assist any family that believes they have suffered illegal discrimination by providing them copies of the housing discrimination form. CHD 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 U.S. Department of Housing and Urban Development defines a disabled person in three ways:

- (1) A disabled person is one with an inability to engage in any substantial gainful activity because of any physical or mental impairment that is expected to result in death or has lasted or can be expected to last continuously for at least 12 months; or for a blind person at least 55 years old, inability because of blindness to engage in any substantial gainful activities comparable to those in which the person was previously engaged with some regularity and over a substantial period.
- (2) A developmentally disabled person is one with a severe chronic disability that:
 - (a) is attributable to a mental and/or physical impairment;
 - (b) as manifested before age 22;
 - (c) is likely to continue indefinitely;
 - (d) results in substantial functional limitations in three or more of the following areas: capacity for independent living, self-care, receptive and expressive language; learning, mobility, self direction, and economic self-sufficiency AND
 - (e) requires special interdisciplinary or generic care treatment, or other services which are of extended or lifelong duration and are individually planned or coordinated.
- (3) A disabled person is also one who has a physical, emotional or mental impairment that:
 - (a) is expected to be of long-continued or indefinite duration;
 - (b) substantially impedes the person's ability to live independently;
 - (c) is such that the person's ability to live independently could be improved by more suitable housing conditions.

NOTE: Those individuals having such impairment may include conditions such as obesity or cosmetic disfigurement. Individuals with contagious diseases who do not pose a direct threat to others are covered by the Act. AIDS victims and those who test positive for the HIV virus are considered to have a disability.

The term "physical or mental impairment" includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, Human Immunodeficiency Virus infection, mental retardations, emotional illness, drug addictions, other than addiction caused by current, illegal use of a controlled substance and alcoholism.

To further its commitment to full compliance with applicable Civil Rights laws, CHD will provide Federal, State, local information to voucher holders regarding

"discrimination" and any recourse available to them if they are victims of discrimination. Such information will be made available during the family briefing session, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made a part of the voucher holder's briefing packet.

CHD's policies and practices are designed to provide assurances that all persons with disabilities will be provided reasonable accommodations so that they may fully access and utilize the housing program and related services. The availability of reasonable accommodations will be made known by including notices on CHD forms and letters to all families, and all requests will be verified so that CHD can properly accommodate the need presented by the disability. A designee will be allowed to provide some information, but reasonable accommodation will be made for persons with a disability who require an advocate or accessible offices. Request for reasonable accommodations from persons with disabilities will be granted upon verification that they meet the need presented by the disability and they do not create an undue financial and administrative burden for CHD.

Exception Rents for Person with Disabilities. CHD may approve an exception rent up to 120 percent of the FMR, as a reasonable accommodation to a family member who is a person with a disability.

1.2. Reasonable Accommodation

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of CHD housing programs and related services. When such accommodations are granted, they do not confer special treatment or advantage for the person with a disability; rather, they make the program fully accessible to them in a way that would otherwise not be possible due to their disability. This policy clarifies how people can request accommodations and the guidelines CHD will follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent, CHD will ensure that all applicants/participants are aware of the opportunity to request reasonable accommodations.

Special Housing Types: CHD will permit use of any Special Housing type if it is needed as a reasonable accommodation for persons with disabilities. The applicant/participant must demonstrate that it is needed as a reasonable accommodation for a person with a disability. Acceptable demonstration will include documentation from one or more knowledgeable professionals who are familiar with the applicant/participant and/or the type of special housing requested as accommodation.

An example of acceptable documentation would be a letter to CHD describing how the special housing type provides the accommodation that the person is requesting. The request and documentation will be reviewed by the Housing Manager, and a written response stating approval or disapproval will be sent to the applicant/participant within 10 calendar days of receipt of the request. A copy of

CHD's response with supporting documentation will be maintained in the applicant/participant's file. The requested housing type must be approved by all other HUD standards and HQS requirements in Accordance with 24 CFR 982, Section M, Special Housing Types.

Any of the following Special Housing Types may be used:

- Single Room Occupancy Housing
- Congregate Housing
- Group Home
- Shared Housing
- Cooperative Housing
- Manufactured Housing

1.3. Communication

All communication with applicants, program participants, residents, or any information on the programs that is a brochure, notice, etc. will contain information as to how to request a reasonable accommodation. Any notification requesting action by the participant will include information about requesting a reasonable accommodation.

All decisions granting or denying requests will be in writing.

1.4. Questions to Ask in Granting the Accommodation

- A. Is the requestor a person with disabilities? For this purpose, the definition of disabilities is different from the definition used for admission. The Fair Housing definition used for this purpose is:

A person with a physical or mental impairment that substantially limits one or more major life activities, has a record of such impairment, or is regarded as having such impairment. (The disability may not be apparent to others, i.e., a heart condition).

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, CHD will obtain verification that the person requesting the accommodation is a person with a disability.

- B. Is the requested accommodation related to the disability? 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, CHD will obtain

documentation that the requested accommodation is needed due to the disability. CHD will not inquire as to the nature of the disability.

- C. Is the requested accommodation reasonable? In order to be determined reasonable, the accommodation must meet two criteria:
1. Would the accommodation constitute a fundamental alteration? CHD's business is housing. If the request would alter the fundamental business that CHD conducts, that would not be reasonable. For instance, CHD would deny a request to have CHD do grocery shopping for the person with disabilities.
 2. Would the requested accommodation create an undue financial hardship or administrative burden? Frequently the requested accommodation costs little or nothing. If the cost would be an undue burden, CHD may request a meeting with the individual to investigate and consider equally effective alternatives.

Generally, the individual knows best what they need; however, CHD retains the right to be shown how the requested accommodation enables the individual to access or use CHD's programs or services.

If more than one accommodation is equally effective in providing access to CHD's programs and services, CHD retains the right to select the most efficient or economic choice.

If the 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. CHD does not have responsibility for the owner's unit and does not have responsibility to make the unit accessible. CHD 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.

Any request for an accommodation that would enable a participant to materially violate family obligations will not be approved.

1.5. Services For Limited English Proficiency (LEP)

All applicants that appear to be experiencing difficulties communicating in English will be asked if they need to communicate in a language other than English (including sign language or Braille). Their needs will be accommodated as much as possible to a reasonable extent. If the need is a language other than English or Spanish, a family member or a friend can translate. This option will be utilized to the comfort of staff and applicant. CHD will endeavor to have bilingual staff or access to people who speak languages other than English.

CHD shall do its best, within reason, to assist people with Limited English Proficiency (LEP). This shall 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 CHD shall balance these factors in its determination:

- A. The number or proportion of LEP persons served or encountered in the eligible service area;
- B. The frequency with which LEP individuals come in contact with the program;
- C. The nature and importance of the program, activity, or service provided by the program; and
- D. The resources available to the Housing Authority and costs.

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

CHD continues to take reasonable steps to ensure access to our federally funded housing programs.

- CHD has diligently tracked oral interpretation needs of applicants prior to Executive Order 13166 to ensure access to and an understanding of the application process;
- CHD tracks oral interpretations needs of all visitors to the administrative office;
- CHD tracks oral interpretation needs of all who call through the CHD main telephone line;
- CHD tracks oral interpretation needs of all current program participants for both programs

Included in the services offered are:

- Bilingual status employees (Spanish)
- Allowable use of family or friends to give oral interpretation if the needs are in a language other than the major LEP language available through CHD bilingual staff.
- Notice posted in the lobby of the administrative office in the primary language of the largest LEP language group (Spanish speakers), of the right to receive competent oral interpretation of written materials, free of cost.

- Written translated documents available through HUD website for Fair Housing and Lead Based Paint in Spanish and other languages that may seek access to our programs.
- Finally, CHD shall utilize multilingual “I speak” cards as feasible.

1.6. Family/Owner Outreach

Program administration and outreach will be done in accordance with the Equal Housing Opportunity Plan. Public notification is given to applicants and owners as may be necessary in newspapers, radio stations, and television stations. All advertisements contain the equal opportunity slogan and logo. Public announcements contain an explanation of the availability of the programs and invite participation by owners, and low- and very low-income families. Press releases are made as necessary. Details regarding where and when to apply are included as well as other appropriate information, to include notice of suspension of application intake. Special contacts are made as needed with local agencies who are service providers for very low income, two-parent working families, minority-elderly and persons with handicaps or disabilities. CHD will conduct outreach to solicit participation of property owners in the Section 8 program. The outreach will:

Explain how the program works;

Explain how the program benefits owners;

Explain owners’ responsibilities under the program. Emphasis is placed on quality screening and ways CHD helps owners do better screening; and

Provide an opportunity for owners to ask questions, obtain written materials, and meet CHD staff.

CHD will particularly encourage owners of suitable units located outside of low-income or minority concentration to participate. Targeted mailing lists will be developed and announcements sent out.

1.7. 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, and then, only within the limits as allowed by law.

1.8. Required Postings

In each of its offices, CHD will post, in a conspicuous place and at a height easily read by all persons including persons with mobility disabilities, a notice that the following information is available upon request:

- A. Statement of Policies and Procedures governing the administration of the Section 8 Housing Choice Voucher program, including the informal hearing process.
- B. Utility Allowance Schedule

The following shall also be posted in the lobby of the housing administrative office:

- A. Notice of the status of the waiting list (opened or closed)
- B. Income Limits for Admission
- C. Fair Housing Poster
- D. Equal Opportunity in Employment Poster
- E. Any current CHD Notices

2.0 CHD/OWNER RESPONSIBILITY/OBLIGATION OF THE FAMILY

This Section outlines the responsibilities and obligations of CHD, the Section 8 owners/landlords, and the participating families.

2.1 CHD RESPONSIBILITIES

The following set forth CHD responsibilities to the Section 8 Housing Choice Voucher program:

- A. CHD will comply with the consolidated ACC, the application, HUD regulations and other requirements, and this CHD Section 8 Administrative Plan.
- B. In administering the program, CHD will:
 - 1. Publish and disseminate information about the availability and nature of housing assistance under the program;
 - 2. Explain the program to owners and families, including both party's rights and responsibilities under the Violence Against Women Act;

3. Seek expanded opportunities for assisted families to locate housing outside areas of poverty or racial concentration;
4. Encourage owners to make units available for leasing in the program, including owners of suitable units located outside areas of poverty or racial concentration;
5. Affirmatively further fair housing goals and comply with equal opportunity requirements;
6. Make efforts to help disabled persons find satisfactory housing;
7. Receive applications from families, determine eligibility, maintain the waiting list, select applicants, issue a voucher to each selected family, and provide housing information to families selected;
8. Determine who can live in the assisted unit at admission and during the family's participation in the program;
9. Obtain and verify evidence of citizenship and eligible immigration status in accordance with 24 CFR part 5;
10. Review the family's request for approval of the tenancy and the owner/landlord lease, including the HUD prescribed tenancy addendum;
11. Inspect the unit before the assisted occupancy begins and at least annually during the assisted tenancy;
12. Determine the amount of the housing assistance payment for a family;
13. Determine the maximum rent to the owner and whether the rent is reasonable;
14. Make housing assistance payments to an owner in accordance with the HAP contract, and the timeliness of HUD funding renewal payments;
15. Examine family income, size, and composition at admission and at least annually during the family's participation in the program. The examination includes verification of income and other family information;
16. Establish and adjust CHD utility allowance;
17. Administer and enforce the housing assistance payments contract with an owner, including taking appropriate action as determined by CHD, if the owner defaults (e.g., HQS violation);

18. Determine whether to terminate assistance to a participant family for violation of family obligations;
19. Conduct informal reviews of certain CHD decisions concerning applicants for participation in the program;
20. Conduct informal hearings on certain CHD decisions concerning participant families;
21. Provide sound financial management of the program, including engaging an independent public accountant to conduct audits; and
22. Protect the elderly and disabled participant families against significant impacts to the program resulting from adjustments deemed necessary due to changes in HUD funding levels. Significant impacts include but are not limited to the following. Elderly and disabled families will be reviewed on a case-by-case basis to ensure they are not negatively impacted by other factors not listed below:
 - a. Changes to Payment Standards;
 - b. Changes to Occupancy Standards;
 - c. Setting the maximum subsidy amount;
23. Administer an FSS program, and
24. Appropriately subsidize as many families as HUD financing methods allow.

2.2 OWNER RESPONSIBILITY (§982.452)

(Also, see Section 12.2 for additional Owner Responsibilities)

- A. The owner is responsible for performing all of the owner's obligations under the HAP contract and the lease.
- B. The owner is responsible for:
 1. 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.
 2. Maintaining the unit in accordance with HQS, including performance of ordinary and extraordinary maintenance.
 3. Complying with equal opportunity requirements.
 4. Complying with the Housing Assistance Payment contract (HAP).

5. Preparing and furnishing to CHD information required under the HAP contract.
 6. Collecting from the family:
 - a. Any security deposit required under the lease.
 - b. The tenant contribution (the part of rent to owner not covered by the housing assistance payment.
 - c. Any charges for unit damage by the family.
 7. Entering into a lease and enforcing tenant obligations under the lease.
 8. Paying for utilities and services (unless paid by the family under the lease.)
 9. The owner may not collect side payments from the Section 8 tenant. Side payments are any payment by the tenant to the landlord not stated in the lease.
 10. Providing a copy of their City of Glendale Sales Tax License.
 11. Provide proof of current mortgage payments (during times of high foreclosure rates, this is to protect the interests of our assisted families.)
- C. For provisions on modifications to a dwelling unit occupied or to be occupied by a person with disabilities, see 24 CFR §100.203.
- D. The owner is responsible for notifying CHD 60 calendar days prior to any annual rent increase request. CHD retains the right to request owners suspend increase requests due to federal funding restrictions.

2.3 OBLIGATIONS OF THE PARTICIPANT (§982.551)

This Section states the obligations of a participant family under the program.

- A. Supplying required information:
1. The family must supply any information that CHD or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status. Information includes any requested certification, release, or other documentation.
 2. The family must supply any information requested by CHD or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements.

3. The family must disclose and verify Social Security Numbers and must sign and submit consent forms for obtaining information.
4. All information supplied by the family must be true and complete.

B. HQS breach caused by the Family §982.404)

The family is responsible for any HQS breach caused by the family or its guests.

If there are damages to a unit rented by a Section 8 assisted family over normal wear and tear, the assisted family must pay the landlord for the damages or enter into an agreement with the landlord to pay within the time set by the landlord. Failure to do so will be cause to terminate assistance, as the Glendale Section 8 program will not support families who do not respect the rental property in which the Section 8 assistance allows them to reside (See Section 7.4 for additional guidance.)

C. Allowing CHD Inspection

The family must allow CHD to inspect the unit at reasonable times and after at least 48 hours notice, unless a perceived emergency situation exists.

D. Violation of Lease

The family may not commit any serious or repeated violation of the lease.

E. Family Notice of Move or Lease Termination

The family must notify CHD and the owner before the family moves out of the unit or terminates the lease by a notice to the owner.

F. Owner Eviction Notice

The family must promptly give CHD a copy of any owner eviction notice it receives.

G. Use and Occupancy of the Unit

1. The family must use the assisted unit for a residence by the family. The unit must be the family's only residence.
2. CHD must approve the composition of the assisted family residing in the unit. Within 10 calendar days, the family must complete a change report, informing CHD of the birth, adoption or court-awarded custody of a child. The family must request approval from CHD to add any other family member as an occupant of the unit. No other person (i.e., no one but members of the assisted family) may reside in the unit

(except for a foster child/foster adult or live-in aide as provided in paragraph (4) of this Section).

The family cannot allow unauthorized persons to reside in the unit with the assisted family. Persons staying with an assisted family for any period longer than two weeks in any calendar quarter will be considered unauthorized. An unauthorized person is defined as anyone not approved by Glendale Housing to be in the assisted family.

3. Within 10 calendar days, the family must complete a change report, informing CHD if any family member no longer resides in the unit.
4. If CHD has given approval, a foster child/foster adult or a live-in aide may reside in the unit. CHD has the discretion to adopt reasonable policies concerning residence by a foster child/foster adult or a live-in aide and defining when CHD consent may be given or denied.
5. Members of the household may engage in legal profit making activities in the unit, but only if such activities are incidental to primary use of the unit for residence by members 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.
6. The family must not sublease or let the unit.
7. The family must not assign the lease or transfer the unit.
8. The family may not allow a person who is not on the lease to use the address of the subsidized unit as a mailing address.

H. Absence from the Unit (§982.312)

The family must supply any information or certification requested by CHD to verify that the family is living in the unit, or relating to family absence from the unit, including any CHD requested information or certification on the purposes of family absences. The family must cooperate with CHD for this purpose. The family must promptly notify CHD of its absence from the unit. CHD may also contact landlord, neighbors, family members, and make site visits. CHD may set an appointment by mail to review any suspected absences. Failure to respond to the notice or to attend the meeting will be construed as reasonable proof of absence from unit.

Absence means that no member of the approved family is residing in the unit. The family may be absent from the unit for up to 30 calendar days. The family must request permission from CHD for absences exceeding 30 calendar days. CHD will make a determination within 5 business days of the request. An authorized absence may not exceed 180 calendar days. Any

family absent for more than 30 calendar days without authorization will be terminated from the program.

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. Incarceration is not an acceptable absence. CHD will terminate assistance if absence over 30 days is due to incarceration.
 - a. If incarceration of a lesser period of time causes other family obligations to be violated, CHD will terminate assistance.
4. Other absences that are deemed necessary by CHD

I. Interest in the Unit

The family may not own or have any interest in the unit (except for owners of manufactured housing renting the manufactured home space, or during the use of a Homeownership voucher).

J. Fraud and Other Program Violation

The members of the family must not commit fraud, bribery, or any other corrupt or criminal act in connection with the programs.

K. Crime by Family Members

The members of the family may not engage in drug-related criminal activity or other violent criminal activity.

L. Other Housing Assistance

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

M. Conduct

The members of the family may not engage in the use of illegal substances or alcohol, which interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.

N. First Year Lease in the Program

A family who is determined eligible and enters into a first year lease or is a part in to the City of Glendale Community Housing jurisdiction, is considered on program probation for the first 12-month lease, and must meet the following criteria. Failure to do so will be grounds for termination of assistance at any time during the first year.

1. No police reports for disturbances or criminal activity caused by you, a member of your family or guest. If you are a victim of domestic violence, dating violence or stalking, Glendale Housing will require you to provide “certification” of the violence. You can meet this requirement by providing a court record, a police record or a statement from a victim service provider, medical professional or lawyer who helped you address the violence, along with completion of the HUD form 50066. . The certification must include the name of the perpetrator. There is no limitation on the ability of CHD to terminate assistance for other good cause unrelated to the incident or incidents of domestic violence, dating violence or stalking, other than the victim may not be subject to a “more demanding standard” than non-victims.
2. No zero income other than legitimate reasons for a lack of employment such as layoff, reduction in force, or medical reasons, and
3. No complaints from neighbors or the landlord/owner/manager.

3.0 ELIGIBILITY FOR ADMISSION (§982.201)

3.1. INTRODUCTION

There are eligibility requirements for admission to Section 8 -- qualifies as a family, has an income within the income limits, meets citizenship/eligible immigrant criteria, provides documentation of Social Security Numbers, and signs consent authorization documents. In addition to the eligibility criteria, families must also meet CHD screening and preference criteria in order to be admitted to the Section 8 Program.

3.2. ELIGIBILITY CRITERIA (§982.201)

A. Family Status

1. A **family with or without children**. Such a family is defined as a single person, or a group of people related by blood, marriage, adoption, or affinity that lives together in a stable family relationship.

- a. Children temporarily absent from the home due to placement in foster care are considered family members.
 - b. Unborn children and children in the process of being adopted are considered family members for purposes of determining bedroom size, but are not considered family members for determining income limit.
2. An **elderly family**, which is:
- a. A family whose head, spouse, or sole member is a person who is at least 62 years of age;
 - b. Two or more persons who are at least 62 years of age living together; or
 - c. One or more persons who are at least 62 years of age living with one or more live-in aides
3. A **near-elderly family**, which is:
- a. 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;
 - b. Two or more persons who are at least 50 years of age but below the age of 62 living together; or
 - c. 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.
4. A **disabled family**, which is:
- a. A family whose head, spouse, or sole member is a person with disabilities;
 - b. Two or more persons with disabilities living together; or
 - c. One or more persons with disabilities living with one or more live-in aides (one must be a head of household or spouse).
 - d. For purposes of qualifying for low-income housing, this definition does not include a person whose disability is based solely on any drug or alcohol dependence.
 - e. For waiting list placement only any family member who is disabled will qualify the family under this category. However, it does not qualify the family for ongoing deductions as a disabled family and it does not qualify the family as a disabled family for

income calculation or any other purpose unless the disabled person is the head, spouse, or co-head. (See 4.a. above.) (24CFR §5.403). The applicant must still meet the working preference at eligibility. However, CHD may consider a reasonable accommodation for a family with a disabled person who is not the head or spouse or sole member, whose care would inhibit the head or spouse from employment. Proof of this must be presented and can be a letter from a medical provider or an agency working with the disabled person and family.

5. A **displaced family** which is:
 - a. A family in which each member, or whose sole member, has been displaced by governmental action, or 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.
6. A **remaining member of a tenant family**.
7. A **single person** who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.

B. Residency Standards

Applications will be accepted from both residents and non-residents. "Residents" are those residing in the area of jurisdiction of the Community Housing Division (CHD). "Non-residents" are all others.

C. Income Eligibility

1. To be eligible to receive assistance a family shall, at the time the family initially receives assistance under the Section 8 program shall be a low-income family that is:
 - a. An extremely low-income or a very low-income family;
 - b. A low-income family continuously assisted under the 1937 Housing Act; including families relocated from public housing (continuously assisted families are not counted against the income targeting requirements.)
 - c. A low-income family that meets additional eligibility criteria specified by CHD;

- d. A low-income family that is a non-purchasing tenant in a HOPE 1 or HOPE 2 project or a property subject to a resident homeownership program under 24 CFR 248.173;
 - e. 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.
 - f. A low-income family that qualifies for voucher assistance as a non-purchasing family residing in a HOPE 1 (HOPE for public housing homeownership) or HOPE 2 (HOPE for homeownership of multifamily units) project.
2. Income limits apply only at admission and are not applicable for continued occupancy; however, as income increases the assistance will decrease.
 3. The applicable income limit for issuance of a voucher is the highest income limit for the family size for areas within CHD'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.
 4. Families who are moving into CHD's jurisdiction under portability and have the status of applicant rather than of participant at their initial CHD, must meet the income limit for CHD. The initial PHA is responsible for this determination in accordance with PIH Notice 2004-12.
 5. Families who are moving into CHD's jurisdiction under portability and are already program participants at their initial CHD do not have to meet the income eligibility requirement for CHD program.
 6. Income limit restrictions do not apply to families transferring units within CHD Section 8 Program.
 7. A family currently receiving assistance under another 1937 Housing Act program is considered program eligible for any other housing assistance program under the 1937 Housing Act.

D. Citizenship/Eligible Immigrant Status (§5.506)

To be eligible for this program, each member of the family must be a citizen, national, or a non-citizen 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. However, while residing in Guam, people in the last category are not entitled to housing assistance in preference to any United States citizen or national."

Family eligibility for assistance.

1. A family shall not be eligible for assistance unless every member of the family residing in the unit is determined to have eligible status, with the exception noted below.
2. Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance. Please refer to 24 CFR §5.516 and §5.518 for details on the types and limitations to the assistance that may be offered. (See Section 11.5(H)) for calculating rents under the non-citizen rule).
3. A family without any eligible members and receiving assistance on June 19, 1995 may be eligible for temporary deferral of termination of assistance as provided in §5.516 and §5.518.

E. Social Security Number Documentation

Families are required to provide Social Security Numbers for all family members prior to admission, if they have been issued a number by the Social Security Administration. Applicants may not become participants until the documentation is provided. The applicant will retain their position on the waiting list during this period. All members of the family defined above must either:

1. Submit Social Security Number documentation or;
2. Sign a certification if they have not been assigned a Social Security Number. If the individual is under 18, the certification must be executed by his or her parent or guardian or by the individual or other person. If the participant who has signed a certification form obtains a Social Security Number, it must be disclosed at the next regularly scheduled re-examination.

F. Signing Consent Forms

1. In order to be eligible each member of the family who is at least 18 years of age, and each family head and spouse regardless of age, shall sign one or more consent forms.
2. The consent form must contain, at a minimum, the following:

- a. A provision authorizing HUD and CHD to obtain from State Wage Information Collection Agencies (SWICAs), or other sources, any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy;
- b. A provision authorizing HUD or CHD to verify with previous or current employers, or other sources of income, income information pertinent to the family's eligibility for or level of assistance;
- c. 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; and
- d. A statement allowing CHD permission to access the applicant's criminal record with any and all police and/or law enforcement agencies; and
- e. 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.

G. Suitability for Tenancy.

CHD determines eligibility for participation and will also conduct criminal background checks on all household members, 16 years of age or older, including live-in aides. CHD will deny assistance to a family because of drug-related criminal activity by family members, violent criminal activity by family members, or criminal history that may constitute a history that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. If the person denied is other than the head of household, the applicant family will have the option of removing the person from the household.

A request for criminal history background checks will be made through the Glendale Police Department (GPD) for all household members age 16 or older. If the background check received from GPD is positive, CHD will proceed with Interstate Identification Index (III) check (fingerprints).

A request will be submitted for the applicant to be checked against the computer listing of prior residents of other housing authorities, who left owing money, or moved in violation of the lease.

CHD will check with the State sex offender registration program and will ban for life any individual who is registered as a lifetime sex offender.

If an applicant is about to be denied housing based on either the criminal check or the sex offender registration program, the applicant will be informed of this fact and given an opportunity to dispute the accuracy of the information before the denial or eviction occurs.

CHD retains the right to perform a secondary criminal check if the applicant has been on the waiting list for over six (6) months or if a family member turns 16 years of age while on the waiting list.

Additional screening is the responsibility of the owner.

CHD will give each owner/landlord/manager the family's current and prior address as known by CHD and the name and address, if known,) of the landlord at the family's current and prior address.

Upon the request of a prospective owner, with signed consent from the applicant/participant and a copy of the owner's standards that are applied to all tenants, CHD will provide any factual information or third party written information they have relevant to a voucher holder's history of, or ability to comply with material standard lease terms or any history of drug trafficking, drug-related criminal activity or any violent criminal activity. Police records will not be turned over.

CHD will give the same types of information to all families and to all owners (§982.307(b)(3)).

H. Student Assistance -

1. No assistance shall be provided under Section 8 of the 1937 Act to any individual who:
 - a. Is enrolled as a student at an institution of higher education, as defined under section 102 of the Higher Education Act of 1965 (20 U.S.C. 1002);
 - b. Is under 24 years of age;
 - c. Is not a veteran of the United States military;
 - d. Is unmarried;
 - e. Does not have a dependent child; **and**
 - f. Is not otherwise individually eligible, or has parents who, individually or jointly, are not eligible on the basis of income to receive assistance under section 8 of the 1937 Act.”
2. For a student under the age of 24 who is not a veteran, is unmarried, does not have a dependent child, and who is seeking section 8 assistance, there is a two-part income eligibility test. Both parts of this test must be affirmatively met. That is, both the student and the

student's parents (the parents individually or jointly) must be income eligible for the student to receive section 8 assistance. If it is determined that the parents are not income eligible, the student is ineligible to receive section 8 assistance.

A student under the age of 24 who meets the other criteria may be income eligible for assistance in circumstances where an examination of the income of the student's parents may not be relevant or where the student can demonstrate the absence of parents, or independence from parents. These practices and criteria include but are not limited to consideration of all of the following:

- a. The individual must be of legal contract age under state law.
- b. The individual must have established a household separate from parents or legal guardians for at least one year prior to application for occupancy or the individual meets the U.S. Department of Education's definition of an independent student. (See definition for "independent student" in Appendix A of this notice.)
- c. The individual must not be claimed as a dependent by parents or legal guardians pursuant to IRS regulations.
- d. The individual must obtain a certification of the amount of financial assistance that will be provided by parents, signed by the individual providing the support.

NOTE: This certification is required even if no assistance will be provided.

3. This rule does not apply to students residing with their parents in a Section 8 assisted unit or who are applying for Section 8 assistance.
4. The above restriction does not apply to a person with disabilities as such term is defined in section 3(b)(3)(E) of the 1937 ACT and who was receiving Section 8 assistance on November 20, 2005.

I. Domestic Violence, Dating Violence, Stalking

No applicant for the HCV program who has been a victim of domestic violence, dating violence, or stalking shall be denied admission into the program if they are otherwise qualified.

4.0 MANAGING THE WAITING LIST

4.1. *Opening and Closing the Waiting List*

Applications will be taken at times and in quantities in order to obtain a sufficient number and variety of applicants. When the number of applicants who can be served within a reasonable period of time is reached, the application waiting list may be closed. Notice of opening of applications shall be made in a newspaper of general circulation available to serve the Glendale residency, and other suitable means. Application intake will occur only during publicly announced periods of time. Restriction and closure of application intake will occur only when CHD has an adequate pool of applicants who are likely to qualify for a preference and when any additional applicants would not qualify for assistance before those applicants already on the waiting list. The announcement will specify the dates, times, locations, and methods by which a prospective applicant can provide the information necessary for completion of an application. All notices will include the Fair Housing logo and slogan and otherwise will comply with Fair Housing requirements.

4.2. *Taking Applications*

During Open Enrollment periods, completed applications will be accepted from all applicants. The following process will be followed for families wishing to apply for the Section 8 Program. An application only places the person on the waiting list. Anyone can apply to be placed on the waiting list, but only those determined eligible will be admitted. It is at eligibility that preferences, resident status, income level, and family composition will be reviewed.

- A. Complete an application for housing assistance. Applications will be accepted during times posted for opening the application line by telephone only at: (623) 930-2199 / AZ Relay TTY 1-800-367-8939. CHD will not verify information in the application relevant to the applicant's eligibility, admission, and level of benefit until the applicant reaches the top of the waiting list and is pulled for eligibility review.
- B. An application will be mailed to the applicant with the time and date of the phone request printed on the application. Upon return of the fully completed application, the applicant's name is placed on the waiting list according to preferences claimed and in date and time order of the phone request.
- C. Persons with disabilities who require a reasonable accommodation in completing an application may call CHD to make special arrangements to complete their application. A Telecommunication Device for the Deaf (TDD) is available. The telephone number is 1-800-367-8939.
- D. Persons with Limited English Proficiency will be offered a translator, if the language is Spanish, or if another language, they can use a family member or family friend to assist with the telephone application process. (See Section 1.5.)

- E. 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 establishing any preferences to which they may be entitled. This does not constitute eligibility to the program. Preferences are not verified and a criminal background check is not performed until eligibility begins. Applicants will be given the opportunity to complete HUD Form 92006 with their application.
- F. Upon receipt of the families pre-application, CHD will notify the family in writing that they have been placed on the waiting list. This letter will contain the date and time of the telephone request for application which determines their place on the waiting list. If CHD determines the family to be ineligible, the notice will state the reasons and offer the family the opportunity of an informal review of this determination.
- G. Applicants on the waiting list must also report to CHD any changes in family composition or address within 10 days of the change. Any such change could affect the applicant's status or eligibility for housing. Any applicant knowingly providing false information or fraudulent statements affecting the applicant's status or eligibility for housing will be removed from the waiting list.
- H. 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. CHD will ensure that verification of all preferences, eligibility, criminal background clearance, and selection factors are current in order to determine the family's final eligibility for admission into the Section 8 Program. Applicants will be given the opportunity to update their HUD Form 92006 if they desire.
- I. CHD will perform a criminal background check for all family members age 16 and older. If CHD determines the family or a family member ineligible due to a criminal background review, the applicant will be sent a notice stating the reasons and offer the family the opportunity of an informal review of this determination. Once the family passes the criminal background check, the eligibility process will continue. If the family is determined to be ineligible due to failing the criminal background check, they will be dropped from the waiting list. For any member of the family other than the head of household, the family has the option of removing the person from the family. The family will be notified that if the dropped person resides with the family after eligibility, the family will lose assistance.

4.3. *Organization of the Waiting List* (982.204)

An applicant will be assigned to the waiting list according to the preference(s) claimed and then by date and time that the application information was initially provided. The applicant will be informed of their assigned application number and how to check their status on the waiting list. The applicant will also be provided information on the housing program and its requirements. Two separate waiting lists

will be maintained; one list for the Section 8 Housing Choice Voucher Program and one for Conventional Public Housing administered by CHD.

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

- A. The application will be a permanent file. However it is subject to records retention schedules if the applicant is removed from the waiting list in a manner other than admission to the program (See Section 4.8);
- B. All applications will be maintained in order of preference, and then in order of date and time of application; and
- C. Any significant contact between CHD and the applicant will be documented in the applicant file.

Note: The waiting list cannot be maintained by bedroom size under current HUD regulations.

4.4. Family Breakup

When a family on the waiting list splits into two otherwise eligible families due to divorce or legal separation and the new families both claim the same placement on the list, and there is no court determination, CHD will make the decision taking into consideration the following factors:

- A. Which family member applied as head of household or co-head;
- B. Which family unit retains the minor children or any ill, disabled, or elderly members.
- C. Restrictions that were in place at the time the family applied.
- D. Role of domestic violence in the split, actual, or threatened.
- E. Role of criminal activity by any family member.
- F. Recommendations of social service agencies or qualified professionals such as children's protective services.
- G. Court determination of disposition of property in divorce or separation. See 982.315 (c) for additional details
- H. Other factors as discovered by CHD during research.

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

For waiting list families only, the application will show head of household and co-head. If, at the time of eligibility the head of household has separated from the household and is no longer a part of the family and has indicated no interest by making no contact with CHD, the co-head will become head for application/waiting list purposes only. During eligibility and offering assistance, the co-head cannot also be claimed as a spouse.

4.5. *Families Nearing the Top of the Waiting List*

When a family is close to the top of the waiting list, the verification process will begin. It is at this time that the family's waiting list preference(s) and eligibility will be verified. 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. CHD must notify the family in writing of this determination, and give the family the opportunity for an informal review. (Also see Section 4.2 H. and I.)

Once the income level and the preference(s) have been verified and eligibility has been determined, CHD proceeds to request the necessary information.

In order to receive assistance under the Section 8 voucher program, the family must meet the preferences claimed (example – must be currently employed at time of eligibility, unless elderly or disabled/handicapped).

If at eligibility, the family does not meet preferences claimed, the family will be placed back on the waiting list, with corrected points. If the family is over-income, they will be dropped.

An applicant's time on the waiting list is dependent upon preferences claimed, available vouchers, and the federal budget process.

4.6. *Missed Appointments*

All applicants who fail to keep a scheduled appointment as stated below will be sent a notice of denial.

CHD will allow the family to reschedule appointments for good cause. Generally, no more than one opportunity will be given to reschedule without good cause, and no more than two opportunities for good cause. When a good cause exists, CHD will work closely with the family to find a more suitable time. Applicants will be offered the right to an informal review before being removed from the waiting list.

4.7. *Purging the Waiting List*

CHD will update and purge its waiting list at least annually to ensure that the pool of applicants reasonably represents interested families for whom CHD has current information.

The purge process will consist of mailing via first class mail a form to be completed by the person on the waiting list and returned to CHD within a specified number of calendar days. If the envelope is returned as undeliverable or if no response is received from the applicant within the specified time frame, the applicant shall be stricken from the waiting list. If the envelope is returned with a forwarding address on it, CHD shall mail the form to the new address, with a new deadline for response. If the applicant responds within 60 days of the due date, CHD will review for return to the waiting list. This will be allowed only once during the time a family is on the waiting list.

4.8. *Removal of Applicants From the Waiting List* (§982.204)

CHD will not remove an applicant's name from the waiting list unless:

- A. The applicant requests that the name be removed;
- B. The applicant fails to respond to a written request for information or a request to declare their continued interest in the program, or misses scheduled appointments; or the written request is returned from the post office as undeliverable; or
- C. The applicant does not meet either the eligibility or screening criteria for the program; or
- D. The applicant has been pulled and has been issued a voucher, and is admitted into the Section 8 program through lease up.

4.9. *Grounds For Denial* (see also §5.514; 5.854, 5.855, 982.552; 982.553)

This section supplements 24CFR §982.552, and §982.553. CHD will deny assistance to applicants who:

- A. Do not meet any one or more of the eligibility criteria;
- B. Do not supply information or documentation required by the application process;
- C. Fail to respond to a written request for information or a request to declare their continued interest in the program;
- D. Fail to complete any aspect of the application or lease-up process;
- E. Have a history of criminal activity by any household member involving crimes of physical violence against persons or property, and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well being of other tenants or staff, or cause damage to the property. If there has been no activity within a reasonable period of time, CHD may consider a waiver.

- F. Upon receipt of the criminal background check, have arrest entries within five years from the time of application. A conviction is not necessary for denial of admission. CHD will review each case on a preponderance of evidence (§982.553). CHD may consider a shorter period of time for non-felony, non-criminal offenses which, upon review are determined to be of no future harm to the program or to the health, safety, or right to peaceful enjoyment of the premises by other residents.

For applicants that have been imprisoned or placed on probation, application will be considered:

- a. Five years after release from prison;
 - b. Five years after completion of probation. CHD may consider a shorter period of time if:
- G. CHD may also consider past history of behavior as an indicator for current or future behavior.
 - H. CHD defines a reasonable period of time as five years from the resolution of the last offense.
 - I. Currently owes rent or other amounts to CHD or any other housing authority in connection with the public housing or Section 8 Programs.
 - 1. A family must have paid in full any outstanding debt owed to CHD or any another Housing Authority for previous tenancy in Public Housing or Section 8 Housing, or any other assisted housing.
 - 2. Applicants who owe on vacated accounts shall be offered the opportunity to pay the debt in full within 30 calendar days from the date the family is initially notified by CHD of their appointment for final eligibility determination. If the debt is not paid in full within the 30-day period, the applicant shall be removed from the waiting list.
 - J. Has, as a resident in the public housing program, failed to complete the public housing Community Service requirement.
 - K. Has, as a previous participant in the Section 8 or public housing program, not reimbursed CHD or another housing authority for any amounts paid to an owner under a housing assistance contract for rent or other amounts owed by the family under its lease, or for a vacated unit.
 - L. Have committed fraud, bribery, or any other corruption in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from;

- M. Have a household member who was evicted from federally assisted housing in the last five years (see 982.552(c)(ii).
- N. If a PHA has ever terminated assistance under the program for any member of the family (§982.552(c) (iii)).
- O. Have a household member who was evicted from assisted housing for drug-related criminal activity including personal use or possession for personal use, within five years from the date of eviction (CHD will not waive this policy). (§982.552(c)(ii) 982.553(a)(i)allows for three years for drug-related evictions. CHD will refer to §982.552(c)(ii) as controlling for past criminal behavior);
- P. Have a household member who has outstanding felony warrant(s). Non-felony warrants must be cleared with proof supplied to CHD. CHD will make a determination on a case-by-case basis, whether the reason for the non-felony warrant may constitute a history that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.
- Q. Have a household member who is a fugitive felon, parole violator or person 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;
- R. Have a household member who is illegally using a controlled substance or abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

If a household member can show proof of no longer using drugs, CHD may waive this requirement if:

1. The person demonstrates to CHD's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;
 2. The person has successfully completed a supervised drug or alcohol rehabilitation program:
 3. The person has otherwise been rehabilitated successfully; or
 4. The person is participating in a supervised drug or alcohol rehabilitation program.
- S. Other criminal activity which may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity. CHD will also consider past history of behavior as an indicator for current or future behavior. Or:
 - T. Other criminal activity, which may threaten the health or safety of the owner, property management staff, or persons performing a contract administration

function or responsibility on behalf of CHD (including a CHD employee or a CHD contractor, subcontractor or agent). CHD will also consider past history of behavior as an indicator for current or future behavior.

- U. Have engaged in or threatened abusive or violent behavior towards any CHD staff or residents. CHD will also consider past history of behavior as an indicator for current or future behavior;
- V. Have a household member who has been convicted of manufacturing or producing methamphetamine (speed) **(Denied for life)**;
- W. Have a household member with a lifetime registration under a State sex offender registration program **(Denied for life)**.
- X. With respect to criminal activity described in this Section, CHD may require an applicant to exclude a household member in order to be admitted to public housing where that household member has participated in or been culpable for actions described in this Section that warrants denial.
- Y. The fact that an applicant is or has been a victim of domestic violence, dating violence, 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. CHD will require verification in all cases where an applicant claims protection against an action proposed to be taken by the Authority involving such individual. Types of acceptable verifications are outlined in Section 17.2 of this Section 8 Administrative Plan, and must be submitted within 14 business days after receipt of the written request for verification.

4.10. Notification of Negative Actions

Any applicant whose name is being removed from the waiting list will be notified by CHD, in writing, that they have ten (10) business days, from the date of the written correspondence, to present mitigating circumstances or request an informal review, in writing. The letter will also indicate that their name will be removed from the waiting list if they fail to respond within the time frame specified. CHD's system of removing applicants' names 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, CHD will provide a reasonable accommodation. If the applicant indicates that they did not respond due to a disability, CHD 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 based on the date and time of the original application.

4.11. *Informal Review*

If CHD determines that an applicant does not meet the criteria for receiving Section 8 assistance, CHD will promptly provide the applicant with written notice of the determination. The notice must contain a brief statement of the reason(s) for the decision, and state that the applicant may request an informal review of the decision within 10 business days of the denial. CHD will describe how to obtain the informal review. The informal review process is described in Section 16.2 of this Plan.

5.0 SELECTING FAMILIES FROM THE WAITING LIST

5.1. *WAITING LIST ADMISSIONS AND SPECIAL ADMISSIONS*

CHD may admit an applicant for participation in the program either as a special admission or as a waiting list admission.

If HUD awards funding that is targeted for families with specific characteristics or families living in specific units, CHD will use the assistance for those families.

5.2. *PREFERENCES (§982.202, §982.207)*

The following preferences, based on local housing needs and priorities, will be used to determine placement on the waiting list:

Names will be placed on the waiting list according to the number of preference points received, and then by the date and time of the application. Preference points are given based on the information supplied on the pre-application by the applicant. CHD will not verify preferences until eligibility. An applicant does not have any right or entitlement to be listed on the waiting list, to any particular position on the waiting list, or to admission to the programs (24 CFR §982.202(c)).

Glendale Housing utilizes a local residency preference. Use of a residency preference will not have the purpose or effect of delaying or otherwise denying admission to the program based on race, color, sex, ethnic origin, gender, religion, disability or age of any member of an applicant family.

- A. CHD will select families based on the following local preferences, and then by the date and time of the application submitted by the family:

Glendale residents;

Glendale residents displaced by government action or disaster;

Persons working or hired to work within the city limits of Glendale,

Glendale residents who are homeless and are receiving assistance from a local agency serving the ongoing needs of homeless persons by providing long term case management. (The credentials of the agency providing the case management will be verified to ensure compliance with the Section 8 family obligations, and that the homeless persons needs are being addressed to prevent a return to homelessness.) See Section 5.2.G.

Glendale residents who are victims of domestic violence, dating violence, and stalking,

Glendale residents who are displaced homemakers.

- B. Applicants 62 years or older, disabled, handicapped, or receiving Social Security Disability, Supplemental Security Disability or any payments based on inability to work, will be given benefit of the working preference.
- C. Applicants who are active military personnel will be given the benefit of the working preference. (See Section 5.2.G. for definition.)
- D. The following admissions give preferences to a Glendale resident family whose:
 - 1. Head or sole member is a person displaced by government action or disaster;
 - 2. Head or sole member is homeless (See Section 5.2 G.).
 - 3. Head or spouse or sole member is an elderly person or a disabled person over a single person that is not elderly, disabled, or displaced by government action or disaster;
 - 4. Head or sole member or family member is a victim of domestic violence, dating violence or stalking;
 - 5. Head or sole member is a displaced homemaker.
- E. Preferences will be applied to applicants in the following order:
 - 1. Glendale residents who are displaced by government action or disaster.
 - 2. Glendale resident-head or spouse who is currently employed or non-Glendale resident head or spouse who is currently employed in Glendale or are hired to work in Glendale and have:
 - a. 5 years or more duration, plus

- b. Last 6 months consecutive employment. (Previous 6 months from eligibility date.)
 - 3. Glendale resident head or spouse who is currently employed or non-Glendale residents who are currently employed in Glendale or are hired to work in Glendale and have:
 - a. Less than 5 years duration, or
 - b. Less than last 6 months consecutive employment. (Previous 6 months from eligibility date.)
 - 4. Glendale residents who are unemployed
 - 5. Non-Glendale residents who are unemployed
- F. Additional preference categories:
 - 2. Glendale residents who are victims of domestic violence, dating violence or stalking;
 - 3. Glendale residents who are displaced homemakers.
 - 4. Glendale residents who are homeless.
- G. Definitions for Preferences: For purposes of ranking preferences only, the following definitions shall be used:
 - 1. "Glendale resident" shall mean any family in which head of household or spouse, or sole member that:
 - a. Physically reside within the city limits of Glendale, Arizona. (A mailing address will not automatically qualify an applicant for this preference; physical residence must be verifiable. A statement or certification by the applicant or a roommate is not sufficient evidence. Proof via lease, utility bill, driver's license, employment documentation reflecting physical address, or other form of legal verification as determined acceptable at the time of eligibility review.) OR
 - b. Are employed within the city limits of Glendale OR
 - c. Have been hired for employment within the city limits of Glendale. The employer must be located in Glendale or the job must be solely in Glendale and not a temporary assignment or to be assigned to varying locations inside and outside of Glendale.

2. "Employed" shall mean that the family (head of household or spouse):
 - a. Has independent verifiable employment that generates annual income; or net income from operation of a business or profession equivalent to at least one half of permanent, full time employment. At time of eligibility, the head, spouse or co-head must be employed. CHD considers a minimum of 20 hours per week as employed.

Must have 6 months consecutive employment. (Previous 6 months from eligibility date.)
 - b. Employment through a temporary agency is considered current employment. Determination will be held for 14 calendar days in order to verify assignment(s) with the agency. The agency must be located in Glendale to be considered for Glendale residency or the current assignment must be in Glendale (see working preference listed above) OR
3. Elderly or disabled will be given the working preference, and is:
 - a. Head, spouse, or sole member, who are age 62 or older, OR
 - d. Has a head, spouse, or sole member, who are receiving social security disability, supplemental security income disability benefits, or any other payments based upon an individual's inability to work.
4. Active Duty shall mean head of household, spouse, or co-head, military members who are currently serving full time in their military capacity. Members of a reserve component are not generally considered active duty.
5. Victim of domestic violence, dating violence or stalking shall mean family member who qualifies under VAWA.
6. CHD will give preference to applicants who are displaced homemakers, defined as someone who has been providing unpaid services to family members in the home and who has been dependent on the income of another family member but is no longer supported by that income; and is unemployed or underemployed, and is experiencing difficulty in obtaining or upgrading employment. The person has spent at least five years as an unpaid homemaker. Circumstances leading a homemaker to be displaced include death, divorce, separation, or abandonment. If unemployed at time of eligibility, the displaced homemaker must provide a letter from a counseling/assistance program for displaced homemakers attesting to status, and detailing what is being done to obtain employment.

7. For homeless applicants, the applicant must verify that they physically resided in Glendale, or were employed or hired for employment within the city limits of Glendale for the period immediately preceding the event(s) that resulted in the person/family becoming homeless. Homeless is also defined as living in a shelter, car, or on the streets. Living with someone else is not considered homelessness. The applicant must be under case management by an area agency serving the needs of homeless persons, and also must be actively participating in their case management and the case management must be ongoing and long-term to ensure the person(s) can comply with the family obligations of the Section 8 program. (The credentials of the agency providing the case management will be verified to ensure the case management provided will assist the person with compliance with the Section 8 family obligations, and that the homeless person(s) needs are being addressed to prevent a return to homelessness.)
- H Special Admission - (non-waiting list): Assistance targeted by HUD: If HUD awards CHD program funding that is targeted for families living in specified units, the HA must use the assistance only for the families living in those units. CHD may admit a family that is not on the waiting list, or without considering the family's waiting list position. CHD will maintain records showing that the family was admitted with HUD targeted assistance. CHD has no discretion to determine the families or types of program funding that may fall under this provision, consequently, CHD will administer such targeted funds only in accordance with any current HUD regulations affecting such targeted funds.
 - I. Special Admission – (waiting list): For Glendale residents displaced by government action or disaster. Admission to the waiting list will be considered at all times, whether the waiting list is open or closed. Persons or families who meet the definition of displaced by government action will be admitted to the wait list using the ranking preference, “displaced by government action or disaster.”
 - J. Drug-Related Denial of Preference
 1. CHD will continue to deny any application from a family because of drug-related criminal activity or violent criminal activity, as authorized under federal regulations (see 24 CFR §982.552, §982.553) and this administrative policy.
 - K. Adding Family Members at Eligibility
 1. CHD will not approve additional family members at eligibility. Only the last approved household composition or members approved while on the waiting list will be assisted.

5.3. SELECTION FROM THE WAITING LIST

The date and time of application will be utilized to determine the sequence within the above-prescribed preferences.

- A. Notwithstanding the above, families who are elderly, disabled, or displaced will be offered housing before other single persons.
- B. Notwithstanding the above, if necessary to meet the statutory requirement that 75% of newly admitted families in any fiscal year be families who are extremely low-income, CHD retains the right to skip higher income families on the waiting to reach extremely low-income families. This measure will only be taken if it appears the goal will not otherwise be met. To ensure this goal is met, CHD will monitor incomes of newly admitted families.
- C. If there are not enough extremely low-income families on the waiting list, CHD will conduct outreach on a non-discriminatory basis to attract extremely low-income families to reach the statutory requirement.
- D. Eligible applicants shall be offered a voucher in sequence from the waiting list, according to availability. If the assistance is refused, the applicant will be removed from the waiting list unless the applicant requests to be placed back on the waiting list. CHD will do this once, however the date and time of the application will not change so the applicant will remain at the top of the waiting list. If the assistance is rejected a second time, the applicant will be removed from the waiting list and may reapply when applications are being accepted. Selection policies and procedures shall comply with state, local and federal laws and regulations, including the nondiscrimination requirements of Title VI of the Civil Rights Act of 1964, and the provisions of the Annual Contributions Contract.
- E. Rental Rehabilitation: Housing Vouchers shall be issued, as described below, to eligible families who reside in a Rental Rehabilitation project (on the date the agreement is signed) and are;
 - 1. Forced by Rental Rehabilitation activities under 24 CFR, Part 511 to vacate a unit because of physical construction, housing overcrowding, or a change in use of the unit; or
 - 2. Would have a post-rehabilitation rent burden greater than 35 percent of the family's adjusted gross income as a result of the rehabilitation. Applications will be accepted, without reopening the waiting list, and a voucher will be issued.
- F. Section 8 Opt-Out Projects: Applications will be accepted, without reopening the waiting list, and assistance provided with preference over other applicants on the waiting list to families living in a Section 8 "Opt-Out" Project.

- G. Alternative Vouchers: Physically challenged applicants for Conventional Low Rent Public Housing may be offered a voucher to obtain a modified or adapted dwelling as set forth in CHD's approved 504 Transition Plan. The number for assistance available through this program will not exceed eight (8) vouchers.
- H. No applicant for the Section 8 program who has been a victim of domestic violence, dating violence, or stalking shall be denied admission into the program if they are otherwise qualified.

5.4. AID TO VICTIMS OF HURRICANE KATRINA/RITA

In order to aid the victims of Hurricane Katrina, CHD followed HUD guidance issued September 2, 2005 and temporarily modified its program admissions policy. CHD used existing available vouchers or public housing units to assist either displaced public housing or voucher participants affected by the disaster. The CHD Admissions and Occupancy Policy (ACOP) and Section 8 Administration Plan already allows for special admission for families affected by government action or disaster who have Glendale residency. This amendment allowed CHD to assist non-Glendale residents who have lost their housing due to Hurricane Katrina (federally declared disasters).

On February 3, 2006, HUD issued PIH Notice 2006-12, notifying housing authorities of the expiration of FEMA funding specifically for victims of Hurricane Katrina and the authority for new funding from the Department of Defense Appropriations Act, 2006 (the Supplemental) to create the Disaster Voucher Program (DVP) for victims of Hurricanes Katrina and Rita. The implementation of DVP is necessary to comply with the statutory conditions of the funding to assist displaced families who were initially assisted through the Katrina Disaster Housing Assistance Program (KDHAP), as well as eligible families displaced by Hurricane Rita. The method of assisting displaced families remains the same, as does eligibility to receive assistance from this funding source.

Funding will provide rental subsidies for families currently assisted through the Katrina Disaster FEMA funding, as well as pre-disaster HUD-assisted families displaced due to Hurricane Rita.

Program guidance details assistance for families who are being assisted through the Katrina (KDHAP/DVP) funding. Additional guidance will follow to address assistance for non-eligible (KDHAP/DVP) families. Additional guidance will be followed as required by regulation and statutory requirements.

Families who were assisted by public housing in the specified disaster areas and are eligible for DVP assistance will be given a voucher, as the DVP program is funded under Section 8 of the United States Housing Act of 1937.

Under DVP, all Section 8 program rules apply to the KDHAP families except where expressly waived. The Supplemental provides that HUD may waive the

requirements for income eligibility and tenant contribution for up to 18 months, which HUD did, in order to remain consistent with KDHAP.

Eligibility criteria remain the same with the addition of families displaced by Hurricane Rita.

Monthly subsidy payments are now based on the Payment Standard set by CHD instead of the local FMR.

The CHD Section 8 Administrative Plan and the Conventional Public Housing Admissions and Continued Occupancy Policy are amended in response to the disaster emergency only and do not constitute an overall waiver of the Glendale residency requirement.

This amendment is temporary and is not considered a significant amendment to the CHD Agency Plan or either program policy document.

Disaster assistance for victims of Hurricanes Katrina and Rita was originally set to expire on December 31, 2007. At this time, CHD absorbed all disaster vouchers into the regular Section 8 Housing Choice Voucher program and no longer reports to the disaster system.

5.5. SECURITY DEPOSIT ASSISTANCE

Depending upon available funding, CHD may provide security deposit assistance to applicants who otherwise would not be able to utilize housing assistance without the funds for a security deposit. Proof of status will be verified during the eligibility process. HUD allows for funding use for expenses related to the leasing process.

Before the deposit is paid to the landlord/owner, the family will sign a repayment agreement for full payment of the security deposit to CHD within 12 to 18 months. Until the deposit is repaid in full, the family will not be allowed to move using assistance. In case of termination, the landlord will return the deposit to CHD.

6.0 ASSIGNMENT OF BEDROOM SIZES (§982.402)

CHD will issue a voucher for a specific unit size, based on the number of bedrooms. The bedroom size is a factor in determining the family's level of assistance. The following guidelines will determine each family's unit size without overcrowding or over-housing:

These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons. Two adults will share a bedroom unless related by blood.

At the initial eligibility, the family voucher size will be determined using the subsidy standards below. This will not change unless the family size exceeds the maximum number per bedroom or living/sleeping area. Upon continued assistance but not for eligibility, the living room may be considered as a sleeping area.

In determining bedroom size, CHD will include the presence of children to be born to a pregnant woman, children who are in the process of being adopted, children whose custody is being obtained, children currently under a 50% or more joint custody decree, children who are temporarily away at school or temporarily in foster-care.

When children are in the process of adoption or custody, a court order or documentation received from the court is necessary. Before CHD will increase a bedroom size, CHD requires evidence that the court will approve the adoption or custody arrangement, or has been given physical custody.

A request to add a person to a household may be approved if the change does not cause an increase to the size of the unit, or if it is a reasonable accommodation. CHD reserves the right to review each case to determine the merits of each request. (See Section 14.2 Interim Reexaminations for additional guidance.)

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

Bedroom size will also be determined using the following guidelines:

- A. Children of the same sex **will** share a bedroom.
- B. Children of the opposite sex, both under the age of 4 years will share a bedroom.

If a child is within 12 months of their fourth birthday, unit size determination can be for the larger unit with supervisor approval.

- C. Adults, and children under the age of 18 months may share a bedroom.
- D. Foster-adults and children will not be required to share a bedroom with family members.

- E. Live-in aides will get a separate bedroom.
- F. Exceptions to normal occupancy standards.
 - 1. CHD will grant exceptions to normal occupancy standards when a family requests a reasonable accommodation. CHD will consider age, sex, health, handicap, or other personal circumstances when reviewing a request for an exception. For a medical necessity, family must provide:
 - 2. Proof of medical necessity must be on the Medical Verification form provided by CHD, as there is a signature line for legal purposes. No prescription forms will be acceptable proof.
 - 3. Third party verification required.
 - 4. Necessity will be re-verified every three years, unless the need for the reasonable accommodation is readily apparent. (See joint statement of Reasonable Accommodations under the Fair Housing Act in this policy document.
 - 5. Rooms for medical equipment only if the need is documented by a health care provider. Approved use of the room will be verified during annual inspection or any other time a CHD employee enters the assisted families' unit (PIH 2008-20).
- G. The family unit size will be determined by CHD in accordance with the above guidelines and will determine the maximum rent subsidy for the family; however, the family may select a unit that may be smaller than the family unit size. If the family selects a smaller unit, the payment standard for the smaller size will be used to calculate the subsidy. Due to a change in the methodology HUD uses to calculate program funding along with the need to control program costs, CHD will no longer allow a family to choose a larger unit than is shown on the voucher. During initial occupancy, the family cannot rent a unit if the tenant portion of the rent exceeds 40% of the adjusted monthly income. (§982.508)
- H. If due to change in family composition, the family is in a unit where the number of bedrooms exceeds that for which the family is eligible, the family does not have to move, however the payment standard must conform to the CHD subsidy standards at the next annual recertification after the change in family composition. The family will be responsible for the difference in the rent (PIH Notice 2008-20).
- I. In order to protect the best interests of the owner and tenant, if a family is in a unit larger than stated on the voucher, CHD may accept a signed agreement between the landlord and the tenant to record the unit as a smaller bedroom size in order to allow the family to remain in the unit, and to allow an owner to

keep a long term tenant and avoid costs associated with moving and listing for rent. The owner will decrease the rent amount accordingly, and the utility allowance will be for the smaller bedroom size. CHD retains the right to continue or to cease accepting such an agreement at any time in order to protect the program and families.

6.1. BRIEFING (§982.301)

When CHD selects a family from the waiting list, the family will be given a briefing explaining how the program works. In order to receive a voucher the family is required to attend the briefing. If they cannot attend the originally scheduled briefing, they may attend a later session. If the family fails to attend two briefings without good cause, they will be denied admission.

If an applicant with a disability requires auxiliary aids to gain full benefit from the briefing, CHD will furnish such aids where doing so would not result in a fundamental alteration of the nature of the program or in an undue financial or administrative burden. In determining the most suitable auxiliary aid, CHD will give primary consideration to the requests of the applicant. 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.

The briefing will cover at least the following subjects:

- A. A description of how the program works;
- B. Family and owner responsibilities;
- C. Where the family may rent a unit, including inside and outside CHD's jurisdiction;
- D. Types of eligible housing;
- E. An explanation of how portability works;
- F. An explanation of the advantages of living in an area that does not have a high concentration of poor families; and
- G. An explanation that the family share of rent may not exceed 40% of the family's monthly adjusted income at initial eligibility, if the gross rent exceeds the applicable payment standard. (§982.508)
- H. An explanation of the information contained in the Briefing Packet.

6.2. PACKET (§982.301) (982.307)

During the briefing, CHD will give the family a packet covering at least the following subjects:

- A. Participant information packet that includes the term of the voucher and CHD'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;
- B. How CHD determines the housing assistance payment and total tenant payment for the family;
- C. Information on the payment standard, exception payment standard rent areas, and the utility allowance schedule;
- D. How CHD determines the maximum rent for an assisted unit;
- E. Where the family may lease a unit. The packet includes an explanation of how portability works, and a list of names, addresses, and phone numbers for neighboring housing authorities
- F. The HUD-required tenancy addendum that provides the language that must be included in any assisted lease, and a sample contract;
- G. The request for approval of the tenancy form and an explanation of how to request CHD approval of a unit;
- H. A statement of CHD's policy on providing information to prospective owners. This policy requires applicants to sign disclosure statements allowing CHD to provide prospective owners with the family's current and prior addresses and the names and addresses of the landlords for those addresses. Upon request, CHD will also supply any factual information or third party verification relating to the applicant's history as a tenant or their ability to comply with material standard lease terms or any history of drug trafficking, drug-related criminal activity or any violent criminal activity. CHD will give the same type of information to all families and to all owners (982.307(b));
- I. CHD's subsidy standards, including when CHD will consider granting exceptions to the standards;
- J. The HUD brochure on how to select a unit ("A Good Place to Live");
- K. The HUD-required lead-based paint brochure;
- L. 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;
- M. A list of landlords or other parties known to CHD who may be willing to lease a unit to the family or help the family find a unit, jurisdiction-wide;

- N. Notice that if the family includes a person with disabilities, the family may request a current list of accessible units known to CHD that may be available;
- O. The family's obligations under the program;
- P. The grounds upon which CHD may terminate assistance because of the family's action or inaction;
- Q. CHD informal hearing procedures, including when CHD is required to provide the opportunity for an informal hearing, and information on how to request a hearing; and
- R. CHD owner information handbook. This handbook can be given by the applicant to a prospective owner to help explain the program. It will also assist the participant in understanding the landlord's rights and responsibilities.
- S. An explanation of rights afforded to Housing Choice Voucher participants under the Violence Against Women Act.

6.3. ISSUANCE OF VOUCHER

- A. Once all family information has been verified and their eligibility determined, their subsidy calculated, CHD will issue the voucher. At this point, the family begins their search for a unit.
- B. When the family finds a unit that the owner is willing to lease under the program, the family and the owner will complete and sign a Request for Tenancy Approval. The family will submit the request form to CHD during the term of the voucher. CHD will review the request, and make an initial determination of approval of tenancy. CHD may assist the family in negotiating changes that may be required for the tenancy to be approved. Once it appears the tenancy may be approved, CHD will schedule an appointment to inspect the unit within 15 calendar days after the receipt of inspection request from the family and owner (982.305(b)(2)). The 15-day period is suspended during any period the unit is unavailable for inspection. CHD will promptly notify the owner and the family whether the unit and tenancy are approved.
- C. During the initial stage of qualifying the unit, if the landlord is new to the program, CHD will provide the prospective owner with information regarding the program. Information will include CHD and owner responsibilities for screening and other essential program elements.
- D. CHD will provide the owner with the family's current and prior address as shown in CHD records along with the name and address (if known) of the landlords for those addresses.

- E. Additional screening is the responsibility of the owner. Upon request by a prospective owner, CHD will provide any factual information or third party written information they have relevant to a voucher holder's history of, or ability to, comply with standard material lease terms.

6.4. TERM OF THE VOUCHER (§982.54 (d)(2), §982.302, §982.303)

The initial term of the voucher will be 60 calendar days and will be stated on the Housing Voucher.

- A. CHD may grant one or more extensions of the term, but the initial term plus any extensions will never exceed 120 calendar days from the initial date of issuance. To obtain an extension, the family must make a request in writing prior to the expiration date. A statement of the efforts the family has made to find a unit must accompany the request. A sample extension request form and a form for recording their search efforts will be included in the family's briefing packet. If the family has adequately documented their efforts to the satisfaction of CHD and additional time can reasonably be expected to result in success, CHD will grant the length of request sought by the family or 60 calendar days, whichever is less.
- B. If the family includes a person with disabilities and the family requires an extension due to the disability, CHD will grant an extension allowing the family the full 120 calendar days search time. If CHD determines that additional search time would be a reasonable accommodation, CHD may grant an additional extension beyond the 120-calendar day period.
- C. Upon submittal of a completed request for approval of tenancy form, CHD will suspend the term of the housing choice voucher. The term will be in suspension until the date CHD provides notice that the request has been approved or denied. This policy allows families the full term (60 calendar days, or more with extensions) to find a unit, not penalizing them for the period during which CHD is taking action on their request. A family may submit a second request for approval of tenancy before CHD finalizes action on the first request. In this case, the suspension will last from the date of the first submittal through CHD's action on the second submittal. No more than two requests will be concurrently considered, unless it is at no fault of the family.
- D. If a family's voucher expires, the family is no longer eligible for housing assistance. They are free to re-apply to the Housing Choice Voucher program and start over again. If the waiting list is closed, they must wait until CHD is once again accepting applicants for the Section 8 program. They will be treated exactly like all other new applicants for the program.
- E. CHD will not return a family to the waiting list if they do not want the voucher at the time of eligibility. The family must decide to either use the voucher or

allow it to expire. Reasonable accommodation will be considered for elderly/disabled families or for reasons outside of the family's control at CHD discretion (for example, family member hospitalized).

6.5. APPROVAL TO LEASE A UNIT

CHD will review the request and make an initial determination of approval of tenancy. CHD will approve a HAP contract if all of the following conditions are met:

- A. The unit is eligible;
- B. The unit is inspected by CHD and passes HQS;
- C. The lease is approvable and includes the following:
 - 1. The names of the owner and the resident;
 - 2. The address of the unit rented;
 - 3. The term of the lease (initial term and any provisions for renewal);
 - 4. The amount of the monthly rent to owner;
 - 5. 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
- D. The Lease is approvable and includes the language of the tenancy addendum. The terms of the HUD tenancy addendum shall prevail over any conflicting provisions of the lease. ;
- E. The rent to owner is reasonable;
- F. The family's share of rent does not exceed 40% of their monthly-adjusted income; (§982.508)
- G. The owner certifies that he or she is not in a conflict of interest situation with the resident.
- H. The owner has not been found to be debarred, suspended, or subject to a limited denial of participation by HUD or CHD; and
- I. Proof of ownership is on file with CHD;
- J. Prior to a unit being approved for rental by a Section 8 assisted family and annually at recertification, the owner must:

1. provide proof of current mortgage payments (during times of high foreclosure rates, this is to protect the interests of our assisted families.);
 2. provide proof of City of Glendale Sales Tax License (only at initial lease up);
 3. Provide proof that rental property is listed with Maricopa County Assessor as a rental property (only at initial lease up);
 4. If the owner resides outside of Maricopa County, the owner must have a local agent who can legally accept service (only at initial lease up).
- K. The family continues to meet all eligibility and screening criteria.
- L. If tenancy approval is denied, CHD will advise the owner and the family in writing and advise them of any actions they could take that would enable CHD to approve the tenancy.
- M. The lease term may begin only after all of the following conditions are met:
2. The unit passes CHD HQS inspection;
 3. The family's share of rent does not exceed 40% of their monthly adjusted income (§982.508);
 4. The landlord and tenant sign the lease to include the HUD required addendum; and
 5. CHD approves the leasing of the unit.
- N. CHD will prepare the HAP 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 HAP contract by the landlord, CHD will execute the contract. CHD will not pay any housing assistance to the owner until the HAP contract is executed. (See P below.)
- O. All Housing Assistance Representatives, once trained and certified, have the authority to represent CHD and sign the HAP contract as signatory and representative of the housing authority.
- P. In no case will the HAP contract be executed later than 60 calendar days after the beginning of the lease term.
- Q. Any contract executed after the 60-day period will be void and CHD will not pay housing assistance to the owner.

R. Contract Rent Adjustments:

1. Before the initial contract is executed, owners are informed of program regulations regarding both annual adjustments and special adjustments. Owners are also made aware of CHD's review process regarding contract rent adjustments.
2. Upon receipt of an owner's request for an annual rent adjustment, the following will be reviewed:
 - a. the timeliness of the owner's request,
 - b. the current Housing Quality Standards inspection,
 - c. the reasonableness of the requested rent in respect to upgrades completed, ongoing property maintenance, and the limitation of the appropriate annual adjustment factor.
3. Any adjustment cannot exceed the amount determined to be reasonable under rent reasonableness comparability. CHD approval is required for all rent increases.
4. No annual increase will be given for units if the amount of the increase requested exceeds the annual adjustment factor published in the Federal Register for the current period. Rents paid for assisted units must be the least of:
 - a. the maximum amount allowable by application of the annual adjustment factor, or
 - b. the amount determined to be Rent Reasonable, or
 - c. the rent charged for comparable unassisted units owned by the same owner.
5. Voucher: The amount of the monthly rent may not be increased during the first year of the lease. After the first year, annually at recertification, rents may be increased if the owner gives at least 60 calendar days written notice to the family and CHD prior to the annual recertification date. The notice shall state both the new rental amount and the date from which the increased rent is payable. It must be approved by CHD in order for the HAP contract to be renewed. CHD will review the increase for reasonableness based on the Fair Market Rent for the unit. CHD retains the right to request owners to suspend increase requests due to federal funding restrictions.

6.6. CARETAKER FOR CHILDREN

If circumstances evolve that cause neither parent to remain in the household and the appropriate agency has determined that another adult is to be brought into the assisted unit to care for the children for an indefinite period, CHD will treat that adult as a visitor for the first thirty (30) days.

If by the end of that period, court-awarded custody or legal guardianship has been awarded to the caretaker, the Voucher will be transferred to the caretaker, pending an eligibility review of the caretaker, including a background screening.

If the appropriate agency cannot confirm the guardianship status of the caretaker, CHD will review the status at 30-day intervals.

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

If custody is awarded for a limited time in excess of stated period, CHD will state in writing that the transfer of the Voucher is for that limited time or as long as they have custody of the children. CHD will use discretion as deemed appropriate in determining any further assignation of the Voucher on behalf of the children. Any further assignation of the voucher will be subject to an eligibility review, including a background screening.

The caretaker will be allowed to remain in the unit, as a visitor, until a determination of custody is made unless there is evidence of an unsatisfactory background, such as a criminal history. If the caretaker violates any family obligations while temporarily in the assisted family, the voucher assignment will be denied.

CHD will transfer the voucher to the caretaker, in the absence of a court order, if the caretaker has been in the unit for more than 12 months and it is reasonable to expect that custody will be granted, and the caretaker has qualified for the program through an eligibility review and background screening.

When CHD approves a person to reside in the unit as caretaker for the child/children, the income should be counted pending a final disposition. CHD will work with the landlord and the appropriate service agencies to provide a smooth transition in these cases.

If a member of the household is subject to a court order that restricts him/her from the home for more than 30 calendar days, the person will be considered permanently absent.

6.7. CHD DISAPPROVAL OF OWNER

CHD will deny participation by an owner at the direction of HUD. CHD will also deny the owner's participation for any of the following reasons:

- A. The owner has violated any obligations under a Section 8 Housing Assistance Payments Contract;
- B. The owner fails to execute a HAP contract within the permitted timeframe.
- C. The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program;
- D. The owner has engaged in drug-related criminal activity or any violent criminal activity;
- E. The owner has a history or practice of non-compliance with HQS for units leased under Section 8 or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other Federal housing program;
- F. The owner has a history or practice of renting units that fail to meet State or local codes; or
- G. The owner is not licensed for rental property tax with the City of Glendale;
- H. The owner has not registered the property as rental with the Maricopa County Assessor's Office;
- I. The owner lives outside of Maricopa County and does not have a local agent who can receive notices relative to the property
- J. The owner has not paid State or local real estate taxes, fines, or assessments;
- K. The owner owes overpayment of HAP to any housing authority;
- L. 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:
 - 1. premises by tenants, CHD employees or owner employees; or
 - 2. residences by neighbors;
- M. The owner does not enforce the lease in regards to nonpayment of rent, unapproved persons in the unit, or other lease-related violations that would create the perception of a lack of concern about how Section 8 families reside in neighborhoods and communities.
- N. Other conflicts of interest under Federal, State, or local law.
- O. 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 CHD determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities;

- P. CHD has been informed by 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; or
- Q. Other conflicts of interest under Federal, State, or local law.

6.8. INELIGIBLE/ELIGIBLE HOUSING

The following types of housing cannot be assisted under the Section 8 Tenant-Based Program:

- A. A public housing or Indian housing unit;
- B. A unit receiving project-based assistance under a Section 8 Program;
- C. Nursing homes, board and care homes, or facilities providing continual psychiatric, medical or nursing services;
- D. College or other school dormitories;
- E. Units on the grounds of penal, reformatory, medical, mental, and similar public or private institutions;
- F. 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 the Section 8 Homeownership program.;
- G. A unit occupied by a person with an interest in the unit;
- H. A unit receiving any duplicative Federal, State, or local housing subsidy. This does not prohibit renting a unit in a tax credit development.) (See 24 CFR §982.352(C).)
- I. Housing owned in whole or in part, by the family to be assisted;
- J. Housing owned by a parent, child, grandparent, grandchild, sister, or brother of any family receiving housing assistance. The HA will waive this restriction if the unit is needed as a reasonable accommodation for a family member who is a person with a disability, except for shared housing where a relative

owns home and continues to live in the home with the assisted person. (See PIH Notice 2005-05).

K. CHD **will not** approve a lease for any of the following special housing types, except as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities (See 24 CFR §982 Subpart M):

1. Single room occupancy housing.
2. Congregate housing.
3. Group homes.
4. Shared housing.
5. Cooperative housing.

L. CHD **will** approve leases for the following housing types:

1. Single family dwellings
2. Apartments
3. Condominiums; townhouses
4. Manufactured housing:

CHD may provide assistance to a family that owns the manufactured home and leases only the space. (See 24 CFR §982.622, 623, and 624 for Rent to Owner on Manufactured Home space rental.)

a. The property must meet all the HQS requirements, must be placed on the site in a stable manner, free from hazards such as sliding or wind damage and it must be securely anchored by a tie-down device that distributes and transfers the loads imposed by the unit to appropriate ground anchors to resist wind overturning and sliding.

5. Single Room Occupancy (See 24 CFR §982.602-605 for details on SRO rental assistance.):

Single Room Occupancy Housing (SRO) is eligible for assistance on the Voucher Program if:

- a. the property is located in an area where there is significant demand for SRO units (as determined by HUD),
- b. CHD approves the use of SRO units for such purposes;

- c. CHD certifies to HUD that the property meets applicable local health and safety standards for SRO housing.

If a property has both HUD issued project-based assisted units and market rate units, housing choice vouchers can be utilized in the market rate units, but not the project-based units. In this situation, rent reasonableness will dictate that the rent for the housing choice voucher unit will equal the HUD-approved rent (the basic rent) for the project-based units as long as it is within CHD's payment standard. In addition, CHD's utility schedule will be utilized in setting the rent, not the property's utility schedule. Finally, CHD will re-certify everyone living in a property utilizing tenant-based housing choice vouchers and the landlord will be responsible for the re-certification of those residing in the property using project-based vouchers.

6.9. SECURITY DEPOSIT

The owner may collect a security deposit from the tenant in an amount not in excess of amounts charged in private market practice and not in excess of amounts charged by the owner to unassisted tenants.

When the tenant 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 tenant, damages to the unit or for other amounts the tenant owes under the lease.

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

6.10. LIVE-IN AIDE (§5.403; PIH 2009-22)

A live-in aid is defined in 24 CFR §5.403 as a person who resides with an elderly, disabled, or handicapped person or persons and who:

- a. Is determined to be essential to the care and well-being of the person(s)
- b. Is not obligated for the support of the persons; and
- c. Would not be living in the unit except to provide the necessary supportive services.
- d. Is not considered a household member as income is not included in rent calculation and would not be entitled to the voucher if the voucher-holder no longer is in need of it (move out of unit, i.e., death, nursing home, etc.).

Originally, HUD anticipated live-in aids would be single persons and that only one additional bedroom would be required. However, live-in aids sometimes have a family member(s) who can and should reasonably be expected to live in the unit. CHD will adopt the HUD position that the live-in aid's family members may also reside in the unit provided doing so does not increase the subsidy by the cost of an additional bedroom over and above that allowed for the person who is the live-in aid, and further provided that the presence of the live-in aid's family does not overcrowd the unit (See HUD Policy letter dated July 3, 1990). CHD may deny the addition of a live-in aide if it adds more than one additional bedroom. Also, if any member of the live-in aide's family does not pass a background check, CHD will deny the additional of the live-in aide.

CHD will also consider additional requirements and limitations on the addition of a live-in aid if the request includes additional persons added to the household, or if full time 24/7 care is not required.

CHD will not approve an extra bedroom for a live in aid who is not identified, has not passed a criminal background check, who has committed fraud in any other federal housing program, or currently owes rent to any PHA for any housing assistance program (See PIH 2008-20), or owes money to a former landlord for rent, damages, late fees, etc. This also applies to all members of the live-in aide's family, if CHD determines to allow additional family members.

Rotating aides, occasional, intermittent, or multiple aides do not meet the definition of a live-in aide and therefore do not qualify for an extra bedroom.

Refer to Section 6.0 (E) for verification requirements for medical accommodations.

As a live-in aide must be "essential to the care and well-being of the person(s)" CHD will not approve a live-in aide who is employed outside of the live-in aide duties for more than 20 hours per week.

If it is determined that the live-in aide is not the person that was approved by CHD, the family will be notified of non-compliance and the need to move the person out. CHD will perform an immediate interim to correct the payment standard based on a reduced bedroom size unit.

If it is determined that a live-in aide was approved and the payment standard in place is for an additional bedroom for the live-in aide, but CHD discovers that there is no aide living in the unit, CHD will perform an immediate interim to correct the payment standard based on a reduced bedroom size unit.

7.0 MOVES WITH CONTINUED ASSISTANCE

A lease covers a 12-month time period. Participating families are allowed to move to another unit after the 12 months have expired. If the landlord and the participant have mutually agreed to terminate the lease prior to the 12th month, a mutual

rescission must be signed. CHD will issue the family a new voucher if the family does not owe CHD (or any other HA) money, has not violated a Family Obligation including damages to the unit (See Section 7.4), has not moved or been issued a voucher within the last 12 months, and if CHD has sufficient funding for continued assistance. If the move is necessitated for a reason other than family choice, or the HAP contract was terminated by CHD, the 12-month requirement may be waived. CHD will review reasonable accommodation requests on a case-by-case basis.

7.1 WHEN A FAMILY MAY MOVE

For families already participating in the Voucher Program, CHD will allow the family to move to a new unit if:

- A. The 12-month lease during the initial probationary period for new eligibility families has been successfully completed;
- B. The assisted lease for the old unit has terminated;
- C. The owner has given the tenant a notice to vacate, has commenced an action to evict the tenant, or has obtained a court judgment or other process allowing the owner to evict the tenant, however if evicted a voucher will only be issued if the eviction is not for lease or program violations; or
- D. The tenant has given notice of lease termination (if the tenant has a right to terminate the lease on notice to the owner).
- E. For participating families and not for newly eligible families, a lease and contract will be executed on the first day of the month only.
- F. The unit is located within the jurisdiction of Glendale Housing, unless porting out. The jurisdiction of Glendale is defined as any unit that is serviced by Glendale City water, sewer, and trash collection.
- G. The family has not damaged the unit beyond normal wear and tear (See Section 7.4).
- H. All utilities that are the responsibility of the tenant must be paid and in current status. CHD will request proof of utilities paid current before approving a unit transfer or portability. (This includes city water, as if a family moves out and does not pay the water bill, the bill reverts to the owner.) If a family moves before CHD is notified of unpaid utilities, the family must resolve the unpaid debt. Failure to do so may result in termination of assistance.

Elderly/Disabled. Elderly and/or disabled families will be reviewed for reasonable accommodation in order to ensure that our most vulnerable families are not harmed by significant changes to the program.

7.2 OVERLAPPING OF THE HAP WHEN A FAMILY MOVES (§982.311.D.1-2.)

HAP for participant families will not be paid until the first of the month. Overlapping of payments will not be allowed. Requests for reasonable accommodation will be considered on a case-by-case basis.

HAP payments for families who are new to the program can begin at any time.

Overlapping payments for portable families in or out will not be paid under any circumstances. For purposes of inputting information into the HUD PIC system, a move out action must be entered before the receiving PHA enters a move in action. PIC will register a fatal error in any other circumstance.

If a family moves out before the end of the month due to any action that is not initiated by CHD, the HAP will be paid for only the days the family resides in the unit.

7.3 PROCEDURES REGARDING FAMILY MOVES

Families are required to give proper written notice of their intent to terminate the lease. In accordance with HUD regulations, no notice requirement may exceed 60 calendar days. CHD requires a minimum of 30-days notice. 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 the owner's and CHD's approval, it will be considered a serious lease violation and subject the family to termination from the program.

The family is required to give CHD a copy of the notice to terminate the lease at the same time as it gives the notice to the landlord. A family's failure to provide a copy of the lease termination notice to CHD will be considered a violation of Family Obligations and may cause the family to be terminated from the program.

A family who gives notice to terminate the lease must mail the notice by certified mail or have the landlord or his agent sign a statement stating the date and time received. The family will be required to provide the certified mail receipt and a copy of the lease termination notice to CHD, or a copy of the lease termination notice and the signed statement stating the date and time the notice was received. If the landlord or his/her agent does not accept the certified mail receipt, the family will be required to provide the receipt and envelope showing that the attempt was made.

Failure to follow the above procedures may subject the family to termination from the program.

For participating families and not for newly eligible families, a lease and contract will be executed for a move-in on the first day of the month only.

Elderly/Disabled. Elderly and/or disabled families will be reviewed for reasonable accommodation in order to ensure that our most vulnerable families are not harmed by significant changes to the program.

7.4 DAMAGES ABOVE AND BEYOND NORMAL WEAR AND TEAR

CHD will not continue to assist families who show a disregard for the property of a participating landlord by causing damages to the unit above and beyond normal wear and tear.

- A. If tenant-caused damages are discovered by CHD at any time prior to, upon move out, or after the family moves to another unit on a Section 8 vouchers, and the landlord provides proof of damages to CHD (photos, etc) and a copy of letter to participant family notifying them of the itemized damages, amount due to repair and amount due by participant family:
 - 1. The participant family must enter into an agreement with the landlord to pay for the damages.
 - 2. If the family fails to enter into an agreement to pay, the voucher will be terminated.
 - 3. If the family fails to pay as agreed, the voucher will be terminated.
- B. If the participant family wishes to port out to another jurisdiction and if damages are discovered in the Glendale unit that are the responsibility of the tenant, CHD may terminate the voucher as long as it has not been absorbed by the receiving housing authority if:
 - a. if the family does not agree to resolution with the landlord, or if the agreed upon payments are not made, assistance will be terminated
 - b. If the family damages a second unit, the voucher will be terminated
- C. This section also applies to families who move and do not pay any/all utility charges for which they were responsible while residing in the rental unit. City water billing reverts to the owner as it stays with the property. If a participant family moves out and leaves an unpaid water bill, any amount due will be included in “damages.”

8.0 PORTABILITY (§982.314, §982.353-355)

8.1. GENERAL POLICIES OF CHD

A family whose head or spouse has a domicile (legal residence) or works in the jurisdiction of CHD at the time the family first submits its application for participation in the program to CHD may lease a unit anywhere in the jurisdiction of CHD or outside CHD jurisdiction as long as there is another entity operating a tenant-based Section 8 program covering the location of the proposed unit.

For newly eligible families, an initial 12-month probationary period must be successfully completed within the jurisdiction of the City of Glendale before any family will be reviewed for portability to another jurisdiction. CHD requires this initial lease in order to evaluate the family for suitability for the Section 8 housing choice voucher program.

If the head or spouse of the assisted family does not have a legal residence at the time of its application, the family will not have any right to lease a unit outside of CHD 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 CHD. The initial 12-month probationary lease period also applies to families in this category as well.

Families participating in the Voucher Program will not be allowed to move more than once in any 12-month period and under no circumstances will CHD allow a participant to improperly break a lease. For reasonable cause or reasonable accommodation, CHD may consider allowing more than one move in a 12-month period.

Families may only move to a jurisdiction where a Section 8 Housing Choice Voucher tenant based program is being administered.

For income targeting purposes, the family will count towards the initial housing authority's goals unless the receiving housing authority absorbs the family. If absorbed, the admission will count towards the receiving housing authority's goals.

If a family has moved out of their assisted unit in violation of the lease, CHD will not issue a voucher, and will terminate assistance in compliance with Section 17.0, Grounds for Termination of the Lease and Contract. This will not apply if the family has complied with all program requirements and the family 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, or stalking and who reasonably believed he or she was imminently threatened by harm from further violence if he or she remained in the assisted dwelling unit (VAWA).

Upon verification of funding concerns, CHD may deny portability to a unit in another jurisdiction that would require CHD to pay a subsidy based on a higher payment standard, or if the receiving HA has a more lenient occupancy standard, and the receiving PHA will not absorb. (§982.314)

8.2. INCOME ELIGIBILITY

A. Admission

A family must be income-eligible in the area where the family first leases a unit with assistance in the Voucher Program. CHD requires an initial 12-month probationary period to be successfully completed within the jurisdiction of the City of Glendale before any family will be allowed to move to another jurisdiction. For first-time eligible families, CHD requires this initial lease in order to evaluate the family for suitability for the Section 8 housing choice voucher program.

B. If a portable family is already a participant in the Initial Housing Authority's Voucher Program, income eligibility is not re-determined.

C. Elderly/Disabled. Elderly and/or disabled families will be reviewed for reasonable accommodation in order to ensure that our most vulnerable families are not harmed by significant changes to the program.

8.3. PORTABILITY PROCEDURES (§982.355) (PIH Notice 2004-12)

A. When CHD is the Initial Housing Authority-

When a family utilizes portability to move out of Glendale, CHD will be the INITIAL HOUSING AUTHORITY.

1. When a family wishes to move out of Glendale, CHD will brief the family on the process that must take place to exercise portability. The family will be required to attend this meeting.
2. The family is responsible for providing the desired location to which it wants to move. CHD will provide the family with housing authority names and phone numbers.
3. CHD will request the Payment Standard from the jurisdiction to which the family wishes to move only for determining:
4. If the amount of subsidy (HAP) for the new unit is more than the family's current Glendale subsidy, and the payment standard for the new jurisdiction is higher, or the receiving HA has a more lenient occupancy standard, the family may be denied permission to move under Section 8 assistance, unless the receiving HA agrees to absorb the family. (§982.314)

- a. If CHD funding is such that allowing a portable move to a jurisdiction with a higher payment standard will cause CHD to terminate vouchers of current voucher participants during the affected year, or if CHD funding will not allow for the additional expense of allowing a family to port to a higher subsidy area without being absorbed, CHD will deny the port move. However, CHD will not pull any names from the waiting list until such time that the family requesting portability is allowed to port out, if the family still wishes to do so.. (PIH 2008-43, §982.314)
5. If the family move is approved, CHD will promptly contact the receiving housing authority on behalf of the family, by telephone, fax, or email.
6. CHD will advise the family how to contact and request assistance from the Receiving Housing Authority.
7. CHD will immediately mail or fax to the Receiving Housing Authority HUD form 52665, Family Portability Information, copy of the family's voucher, the most recent HUD Form 50058 (Family Report) for the family, and related verification information.
8. In order to avoid overlapping of subsidy payments for a portable family, CHD will also send to the receiving PHA, the CHD form, Portability Notice of Determination, which will provide the receiving PHA the date that CHD will begin to pay the subsidy.
9. CHD will complete PART I of HUD form 52665 and mail or fax it along with a copy of the voucher, HUD form 50058, and copies of the income verification documenting data on the 50058.
 - a. PART I of the 52665, #9., is the date by which the initial billing must be received. This line must be completed in order for the receiving PHA to comply with billing requirements. This date set by CHD as the initial PHA must be no more than 60 days after the expiration date of the voucher issued by CHD as the initial PHA.
10. If the family gets to the new jurisdiction and the voucher search time has expired, upon notification from the receiving PHA, CHD may extend the search time, and will review the billing deadline to allow for adequate time for processing by the receiving PHA.
11. At each annual recertification, CHD should receive a copy of the 50058. If the receiving PHA fails to submit, CHD will contact the receiving PHA to update the family status.

B. When CHD is the Receiving Housing Authority

When a family utilizes portability to move to Glendale, CHD will be the RECEIVING HOUSING AUTHORITY and will administer assistance for the family.

1. When a family moves to Glendale and requests assistance, CHD will immediately notify the initial PHA that it will bill for assistance.
2. CHD will process the incoming family and issue a voucher within 10 days of receiving form HUD-52665, Family Portability Information, unless the family fails to comply with CHD procedures. The term of the voucher may not expire before the expiration date of the initial PHA voucher.
3. Portable families coming into Glendale must get approval to add a family member from the initial housing authority. If the initial HA approves, then the additional person(s) must pass our background check.
4. CHD may provide additional search time beyond the expiration date of the initial PHA voucher.
 - a. CHD will immediately inform the initial PHA of the extension.
 - b. Any additional voucher search time must not conflict with the billing deadline provided by the initial PHA. Additional search time will be allowed only if adequate time to process the RFTA, execute the HAP, and submit the billing information to the initial PHA by the billing deadline. If the deadline is exceeded, CHD may have to absorb the family.
5. If the initial voucher has expired, CHD will not process the family, instead CHD will refer the family back to the initial PHA for consideration of an extension of search time and the billing deadline.
 - a. If the initial PHA will not extend, CHD will not process the family as a move-in portable family.
6. If there is not enough time left on the voucher to search, issue the RFLA, execute the HAP, and send all information back to the initial PHA, CHD will contact the initial PHA to discuss an extension, if warranted.
7. CHD will determine the family unit size for the portable family. The family unit size is determined in accordance with CHD subsidy standards.

8. CHD will process the family and issue an incoming voucher within ten (10) working days of receiving the HUD form 52665 and all supporting documentation.
9. CHD will notify the initial PHA prior to the end of the 10-working day period of any documentation that has not been received, or if the family has failed to comply with CHD procedures and requirements, such as signing the disclosure forms.
10. In addition to the billing deadline, within ten (10) working days from the date a HAP contract is executed (not its effective date), CHD will send PART II of HUD form 52665 and a copy of the new 50058 (either by fax, email or mail) to the Initial Housing Authority. The instructions for 52665 PART II shall be followed explicitly
11. If CHD opts to conduct a new reexamination, CHD will not delay issuing the family a voucher or otherwise delay approval of a unit unless the re-certification is necessary to determine income eligibility for an applicant.
12. If the family decides not to lease in Glendale, CHD will refer the family back to the initial PHA.
13. In order to provide tenant-based assistance for portable families, CHD will perform all Housing Authority program functions, such as reexaminations of family income and composition. At any time, either the Initial Housing Authority or CHD may make a determination to deny or terminate assistance to the family in accordance with 24 CFR 982.552.
14. At any time, CHD may make a determination to deny or terminate assistance to the family in accordance with PIH Notice 2005-01.
15. At each annual recertification, CHD will send the initial PHA a copy of the updated 50058.
16. If there is a change in the billing amount, CHD will send a copy of the updated HUD-52665 to the initial PHA. The updated 52665 will be sent no later than 10 working days following the effective date of the change in the billing amount.
17. If a portable family wishes to move to yet another jurisdiction, CHD will refer the family back to the initial PHA. CHD will not issue the family a new voucher to move, as it is the initial PHA responsibility.

C. Absorption by CHD

1. Unless new HUD funding is made available for absorption of portable vouchers, CHD will bill the Initial Housing Authority and will absorb the family into CHD Voucher Program on a case-by-case basis only.
2. CHD may absorb a portable family only after execution of the HAP contract, assuming funding is available and doing so will not cause CHD to be over-leased.
3. CHD may also absorb by terminating the billing arrangement with the initial PHA. CHD must provide notice within 10 working days following the effective date of the billing termination that includes the effective date, to the initial PHA in order to avoid an overpayment.

D. Portability Billing

Within ten (10) working days from the date a HAP contract is executed (not the effective date), inform the Initial Housing Authority that it will either bill the Initial Housing Authority for assistance on behalf of the portable family or absorb the family.

Modifications to the billing schedules, deadlines, and arrangements are no longer allowed, in accordance with HUD PIH Notice 2004-12. HUD procedures will be followed for all portable families.

Amounts to be paid to the receiving PHA include the HAP amount billed and 80 percent of the administrative fee for the voucher.

1. Incoming Portable Family.
 - a. As receiving PHA, CHD will bill the initial PHA monthly for housing assistance payments and administrative fees.
 - b. As receiving PHA, CHD will submit to the initial PHA, the initial billing notice via PART II of HUD form 52665 along with a copy of the new HUD form 50058, no later than 10 working days following the date the HAP contract was executed (not the effective date), and in time to be received by the initial PHA no later than 60 days following the expiration of the initial voucher.
 - c. As receiving PHA, CHD will notify the initial PHA of any change in the billing amount as soon as possible, but no later than 10 working days following the effective date of the change.

- d. Failure to abide by HUD billing deadline requirements may force absorption of the family or HUD to reduce administrative fee and transfer the voucher to the initial PHA.

2. **Outgoing Portable Family**

- a. As the Initial PHA, CHD will make payment of the first billing amount within 30 calendar days of receipt of PART II of HUD form 52665.
- b. CHD will make payments no later than the fifth working day of each month while the billing arrangement is in effect.

E. When a Portable Family Moves

When a portable family moves out of the tenant-based program in CHD, the new jurisdiction to which the family moves becomes the Receiving Housing Authority, and CHD is no longer required to provide assistance for the family, except through the portability process.

F. Termination

When a billing arrangement is terminated, CHD will notify the initial PHA of the change no later than 10 working days following the effective date of the change, or in enough time for the initial PHA to cease reimbursement payments in a timely manner.

If payments are received by CHD on behalf of a family that is no longer in portable status to Glendale for any reason, CHD will promptly return the overpayment to the initial PHA.

9.0 DETERMINATION OF FAMILY INCOME

9.1 *Income, Exclusions From Income, Deductions From Income*

To determine annual income, CHD counts the income of all family members, excluding the types and sources of income that are specifically excluded. On the 50058, CHD will reflect income from all sources and all types, then also reflecting all excluded amounts as well. Once the annual income is determined, CHD subtracts out all allowable deductions (allowances) as the next step in determining the Total Tenant Payment.

9.2 *Income* (§5.609, 5.612)

A. 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, or

2. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
 3. Are not specifically excluded from annual income.
 4. If it is not feasible to anticipate a level of income over a 12-month period (e.g. seasonal, periodic, or cyclic income), or CHD believes that past income is the best available indicator of expected future income, CHD may annualize the income anticipated for a shorter period, subject to a re-determination at the end of the shorter period. (§5.609(d)).
- B. Annual income includes, but is not limited to the amounts specified in the federal regulations currently found in 24 CFR §5.609 and 5.612:
1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
 2. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.
 3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income includes the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD. Income that could have been derived from assets worth more than \$1000 that were disposed of for less than fair market value within the past two years will be counted as income.

4. Asset income of minors.
5. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability, or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount. (However, deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are excluded.)
6. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay. (However, lump sum additions such as insurance payments from worker's compensation are excluded.)
7. Welfare assistance.
 - a. Welfare assistance payments
 - i. Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income only to the extent such payments:
 - aa. Qualify as assistance under the TANF program definition at 45 CFR 260.31; and
 - bb. Are not otherwise excluded under paragraph Section 9.3 of this Plan.
 - ii. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income consists of:
 - aa. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
 - bb. The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated

under this requirement is the amount resulting from one application of the percentage.

- iii. If the amount of welfare is reduced due to an act of fraud by a family member or because of any family member's failure to comply with requirements to participate in an economic self-sufficiency program or work activity, the amount of rent required to be paid by the family will not be decreased. In such cases, the amount of income attributable to the family will include what the family would have received had they complied with the welfare requirements and/or had not committed an act of fraud.
- b. Imputed welfare income.
- i. A family's annual income includes the amount of imputed welfare income (because of a specified welfare benefits reduction, as specified in notice to CHD by the welfare agency resulting from either welfare fraud or the failure to comply with economic self-sufficiency requirements.), plus the total amount of other annual income.
 - ii. At the request of CHD, the welfare agency will inform CHD in writing of the amount and term of any specified welfare benefit reduction for a family member, and the reason for such reduction, and will also inform CHD of any subsequent changes in the term or amount of such specified welfare benefit reduction. CHD will use this information to determine the amount of imputed welfare income for a family.
 - iii. A family's annual income includes imputed welfare income in family annual income, as determined at an interim or regular reexamination of family income and composition, during the term of the welfare benefits reduction (as specified in information provided to CHD by the welfare agency).
 - iv. The amount of the imputed welfare income is offset by the amount of additional income a family receives that commences after the time the sanction was imposed. When such additional income from other sources is at least equal to the imputed welfare income, the imputed welfare income is reduced to zero.

- v. CHD will not include imputed welfare income in annual income if the family was not an assisted resident at the time of the sanction
 - vi. If a participant is not satisfied that CHD has calculated the amount of imputed welfare income in accordance with HUD requirements, and if CHD denies the family's request to modify such amount, then CHD shall give the resident written notice of such denial, with a brief explanation of the basis for CHD's determination of the amount of imputed welfare income. CHD's notice shall also state that if the resident does not agree with the determination, the resident may contest the decision in accordance with our informal review policy.
- c. Relations with welfare agencies
- i. CHD will ask welfare agencies to inform it of any specified welfare benefits reduction for a family member, the reason for such reduction, the term of any such reduction, and any subsequent welfare agency determination affecting the amount or term of a specified welfare benefits reduction. If the welfare agency determines a specified welfare benefits reduction for a family member, and gives CHD written notice of such reduction, the family's annual incomes shall include the imputed welfare income because of the specified welfare benefits reduction.
 - ii. CHD is responsible for determining the amount of imputed welfare income that is included in the family's annual income as a result of a specified welfare benefits reduction as determined by the welfare agency, and specified in the notice by the welfare agency to the agency. However, CHD is not responsible for determining whether a reduction of welfare benefits by the welfare agency was correctly determined by the welfare agency in accordance with welfare program requirements and procedures, nor for providing the opportunity for review or hearing on such welfare agency determinations.
 - iii. Such welfare agency determinations are the responsibility of the welfare agency, and the family may seek appeal of such determinations through the welfare agency's normal due process procedures. CHD shall rely on the welfare agency notice to CHD of the welfare

agency's determination of a specified welfare benefits reduction.

8. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.
9. All regular pay, special pay, and allowances of a member of the Armed Forces. (Special pay to a member exposed to hostile fire is excluded.)
10. Unless otherwise verified, child support from a court awarded settlement agreement that is not being paid, if no attempt to collect is being made. If an attempt is being made to collect the support amount owed, and that attempt can be verified, count as income only that which is received. CHD will accept verification that the family is receiving an amount less than the award if the family furnishes documentation of a child support or alimony collection action filed through a child support enforcement/collection agency, or has filed an enforcement or collection action through an attorney. CHD utilizes the State Department of Economic Security Child Support Enforcement area to verify child support collection activity.
11. Any financial assistance in excess of amounts received for tuition, that an individual receives under the Higher Education Act of 1965 (20 U.S.C. 1001 et seq.), from private sources, or from an institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C. 1002)), shall be considered income to that individual, except for persons over the age of 23 with dependent children. Also see Section 3.2 for definition of housing eligibility for students. For purposes of determining income, "financial assistance" does not include loan proceeds.
 - a. The individual must obtain a certification of the amount of financial assistance that will be provided by parents, signed by the individual providing the support.

NOTE: This certification is required even if no assistance will be provided.

This rule does not apply to students residing with their parents in a Section 8 assisted unit or who are applying for Section 8 assistance or is a disabled person.

9.3 Exclusions From Income (§5.609(c), §5.612)

Annual income does not include the following amounts specified in the federal regulations currently found in 24 CFR §5.609:

- A. Income from employment of children (including foster children) under the age of 18 years;
- B. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);
- C. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses;
- D. Amounts received by the family that is specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- E. Income of a live-in aide;
- F. The amount of student financial assistance paid directly to the student or to the educational institution for tuition.

(For Section 8, any financial assistance in excess of amounts received for tuition, that an individual receives under the Higher Education Act of 1965 (20 U.S.C. 1001 et seq.), from private sources, or from an institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C. 1002)), shall be considered income to that individual, except for persons over the age of 23 with dependent children, or is a disabled person. Also see Section 3.2 for definition of housing eligibility for students. For purposes of determining income, "financial assistance" does not include loan proceeds.)

- G. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- H. The amounts received from the following programs:
 - 1. Amounts received under training programs funded by HUD;
 - 2. 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);
 - 3. Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and that are made solely to allow participation in a specific program;
 - 4. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received

by a resident for performing a service for CHD or owner, on a part-time basis, that enhances the quality of life in the development.

Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiative coordination. No resident may receive more than one such stipend during the same period of time;

5. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program;
6. Temporary, non-recurring, or sporadic income (including gifts);
7. 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;
8. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
9. Adoption assistance payments in excess of \$480 per adopted child;
10. Deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;
11. Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;
12. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
13. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits.

These exclusions include:

- a. The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017(b));

- b. Payments to Volunteers under the domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(g), 5058);
- c. Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(c));
- d. Income derived from certain sub marginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e);
- e. Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f));
- f. Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 U.S.C. 1552(b); (effective July 1, 2000, references to Job Training Partnership Act shall be deemed to refer to the corresponding provision of the Workforce Investment Act of 1998 (29 U.S.C. 2931);
- g. Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub. L. 94-540, 90 Stat. 2503-04);
- h. The first \$2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U.S. Claims Court, the interests of individual Indians in trust or restricted lands, including the first \$2000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C. 1407-1408);
- i. Amounts of scholarships funded under title IV of the Higher Education Act of 1965, including awards under Federal work-study program or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu);
- j. Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056(f));
- k. Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in *In Re Agent*-product liability litigation, M.D.L. No. 381 (E.D.N.Y.);
- l. Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721);
- m. The value of any childcare provided or arranged (or any amount received as payment for such care or reimbursement for costs

incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q);

- n. Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32(j));
- o. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95–433);
- p. Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d));
- q. Any allowance paid under the provisions of 38 U.S.C. 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran (38 U.S.C. 1805);
- r. Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602); and
- s. Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931).
- u. Any low-income subsidy received to assist low-income persons in paying for their Medicare prescription drug Program.
- v. Income payments from the US Census Bureau defined as employment lasting no longer than 180 days and not culminating in permanent employment.

- 14. One-time recovery payments generated by the American Recovery and Reinvestment Act (ARRA).

9.4 Deductions From Annual Income (§5.611; §5.617)

The following deductions will be made from annual income:

- A. \$480 for each dependent
- B. \$400 for any elderly family or disabled family (24 CFR §5.403)
- C. The sum of the following, to the extent the sum exceeds three percent of annual income: (24 CFR §5.611(3))

1. Unreimbursed medical expenses of any elderly family or disabled family including any fee paid by the participant for the Medicare Prescription Drug Program; and
2. Unreimbursed reasonable attendant care and auxiliary apparatus (auxiliary apparatus can include veterinarian costs and food costs of a service animal, costs of maintaining necessary equipment added to a vehicle but not the cost of the vehicle itself or maintenance of the vehicle not associated with the necessary 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, but 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; and
3. The Medicare assistance provided for the cost of drugs pursuant to prescription drug discount cards, negotiated drug price, or transitional assistance subsidies.

#3 above is not valid after May 15, 2006 due to changes in federal law governing Medicare prescription drug program.

- D. Reasonable childcare expenses for children under age 13 necessary to enable an adult family member of the family to be actively seeking work, to be employed, or to further his or her education. This deduction shall not exceed the amount of employment income that is included in annual income. In the case of a family where both adults are able to work, HUD suggests using the lesser income as the annual income limit.

Childcare allowances cannot exceed the income that is included in annual income that the enabled family member earns.

Cap on time allowed to be actively seeking work cannot exceed 60 days.

- ** Reasonable full time childcare is defined to be no more than the amount published by the Arizona Department of Economic Security (DES) as the average median cost as determined by the DES market rate survey for Maricopa County (See <http://arizonachildcare.org/acccost.html> for recent costs). Child care for less than full time will be prorated based on the DES average median.

- E. For persons with disabilities, the incremental earnings due to employment during a cumulative 12-month period following date of the initial hire shall be excluded. This exclusion is only available to the following families:

1. Qualified families whose income increases as a result of employment of a family member who is a person with disabilities who was

previously unemployed (See definition of “Previously Employed”) for one or more years prior to employment.

2. Earned income in excess of income prior to the qualifying change is excluded.
3. Qualified families whose income increases as a result of participation of a family member who is a person with disabilities in any economic self-sufficiency or other job-training program.
4. Persons with disabilities who are or were, within 6 months, assisted under a State TANF or Welfare-to-Work program. TANF includes regular monthly income and one-time benefits and/or services that total at least \$500 over a six-month period.

During the second cumulative 12-month period after the date of initial hire, 50% of the increased income shall be excluded from income.

The disallowance of increased income of an individual family member is limited to a lifetime, consecutive 48-month period. It only applies for 12 months of the 100% exclusion and 12 months of the 50% exclusion.

Noncitizen/ineligible family members do not qualify for this exclusion.

9.5 Receipt Of A Letter Or Notice From HUD Concerning Income

- A. If a Section 8 participant receives a letter or notice from HUD concerning the amount or verification of family income, the letter shall be brought to the responsible housing specialist for income verification within thirty (30) calendar days of receipt by the participant.
- B. CHD Director or authorized designee shall reconcile any difference between the amount reported by the participant and the amount listed in the HUD communication. This shall be done as promptly as possible.
- C. After the reconciliation is complete, CHD shall, if appropriate, adjust the participant's rental 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 shall take effect on the first day of the second month following the end of the current month. In addition, if the participant had not previously reported the proper income, CHD shall do one of the following:
 1. Immediately collect the back over paid assistance paid by the agency;
 2. Establish a repayment plan for the resident to pay the sum due to the agency;

3. Terminate the participant from the program for failure to report income; or
4. Terminate the participant from the program for failure to report income and collect the back over paid assistance paid by the agency.

9.6 Cooperating With Welfare Agencies

CHD will make its best efforts to enter into cooperation agreements with local welfare agencies under which the welfare agencies will agree:

- A. To target assistance, benefits, and services to families receiving assistance in the public housing and Section 8 tenant-based assistance program to achieve self-sufficiency.
- B. To provide written verification to CHD concerning welfare benefits for families applying for or receiving assistance in our housing assistance programs.

9.7 Cooperating With Law Enforcement Agencies

CHD will comply, on a case-by-case basis, with information requests from Federal, State, or local law enforcement officers regarding possible fugitive felons and/or a parole or probation violators. CHD will supply upon legitimate request (1) the current address, (2) Social Security number and (3) photograph (if available) of any recipient of assistance.

The Federal, State or local enforcement officer must submit a request that is (1) written, (2) on law enforcement agency letterhead, and (3) is signed by the requesting officer and his or her immediate supervisor. The request for information must provide the name of the fugitive felon and/or parole or probation violator being sought, and may include other personal information used for identification. The request should also comply with the following requirements:

- A. The law enforcement agency shall notify CHD that the fugitive felon and/or parole or probation violator (i) is fleeing to avoid prosecution, custody or confinement after conviction, under the laws of the place from which the individual flees, for a crime, or attempt to commit a crime, which is a felony under the laws of the place from which the individual flees, or which, in the case of the State of New Jersey, is a high misdemeanor; or (ii) is violating a condition of probation or parole imposed under Federal or State law; or (iii) has information that is necessary for the officer to conduct his/her official duties;
- B. The location or apprehension of the recipient is within CHD's official duties; and,
- C. The request is made in the proper exercise of the law enforcement agency's official duties.

CHD will also cooperate with enforcement agencies such as law, code, child protective service, child support, animal abuse, etc. This list is not all inclusive. CHD will not offer any protections to any applicant/participant from an enforcement agency. CHD will support and assist enforcement agencies in identifying and locating persons who are on the Section 8 program or have applied and are being sought by an enforcement agency, whether it be for questioning, as an investigative lead, or as a suspect.

10.0 VERIFICATION

CHD will verify information related to waiting list preferences, eligibility, admission, and level of benefits prior to admission. Periodically during occupancy, items related to eligibility and rent determination shall also be reviewed and verified. Income, assets, and expenses will be verified, as well as disability status, need for a live-in aide and other reasonable accommodations, full time student status of family members 18 years of age and older, Social Security Numbers, citizenship/eligible non-citizen status. Age and relationship will only be verified in those instances where needed to make a determination of level of assistance.

An applicant may claim qualification for a ranking preference by certifying to CHD that the family qualifies for such preference(s). However, before an applicant is admitted to the program on the basis of a ranking preference, the applicant must provide information needed by CHD to verify that the applicant qualifies for the preference because of the applicant's current status. The applicant's current status must be determined without regard to whether there has been a change in the applicant's qualification for a preference between the certification and selection for admission, including a change from one preference category to another. Once CHD has verified an applicant's qualification for a preference, CHD will not verify such qualification again unless over 60 calendar days has passed since verification or CHD has reasonable grounds to believe that the applicant no longer qualifies for a preference.

10.1. ACCEPTABLE METHODS OF VERIFICATION

Age, relationship, U.S. citizenship, and Social Security Numbers will generally be verified with documentation provided by the family. For citizenship, the family's certification will be accepted. (Or for citizenship, documentation such as listed below will be required.) Verification of these items will include photocopies of the Social Security cards and other documents presented by the family, the INS SAVE approval code, and forms signed by the family.

Other information (income, asset value, deductions, exemptions, other factors, etc.) will be verified by using HUD EIV system and/or third party verification. Third party verification includes written documentation (with forms sent directly to and received directly from a source, not passed through the hands of the family). This verification may also be direct contact with the source, in person or by telephone. It may also

be a report generated by a request from CHD or automatically by another government agency, i.e. the Social Security Administration or AZDES.

Third party verification of SS and SSI benefits shall be obtained by getting a copy of an official Social Security Administration letter of benefits from the person receiving the benefits, or ~~and~~ CHD verification from HUD's online systems dated within the last sixty (60) days. If either of these forms of verification is not obtainable, then the file shall be documented as to why third party verification was not used.

Verification forms and reports received will be contained in the applicant/tenant file. Oral third party documentation will include the same information as if the documentation had been written, i.e. name, date of contact, amount received, etc. In the event that the independent source of verification does not respond to written requests, oral verification may be used. Oral verification must be thoroughly documented in the file, in detail, as to why it was accepted. The available form for documenting oral verification must be completed in detail and contained in the case file.

EIV provides for the use of hand-carried documentation. Photocopies of the documents provided by the family will be maintained in the file. If the hand carried documentation does not provide a clear indication of total household income, CHD will attempt to verify through third party. CHD will make 2 attempts to obtain written or verbal verification.

When third party verification cannot be obtained, CHD will accept the documentation supplied by the family. Such documents will be maintained in the file. The file will be documented to explain why third party verification was not available. The participant will sign a statement that they understand if discrepancies are found they may be responsible for repayment to CHD and termination of assistance..

Use of the EIV system in its entirety is mandatory especially for all re-examinations and re-certifications.

CHD will maintain two years of annual reexamination EIV data in the file. Older data will be shredded and the shred date noted. CHD will follow HUD guidelines and modify this process at any time HUD determines a change.

10.2. INCOME INFORMATION VERIFICATION SYSTEM

CHD will use the HUD Enterprise Income Verification System (EIV) to verify applicant and participant income information during annual reexaminations. The EIV consists of a collection of information taken from tenant records in PIC, financial data including tenant reported income, data obtained from SWICAs, the Social Security Administration, State systems for the Temporary Assistance for Needy Families (TANF) program, Credit Bureau Information (CBA) credit reports, Internal Revenue Service (IRS) Letter 1722, Private sector databases (e.g. The Work Number), and data obtained from the National Directory of New Hires (HDNH), and annual income

discrepancies as a result of the comparison of tenant reported income to income reported by these third party agencies.

CHD will use additional EIV resources as they become available. This will be done at eligibility, interim review when possible, and at annual reexamination of household income as appropriate or when available.

Applicants and participants are still required to disclose accurate and complete information.

HUD's definition of a substantial difference between EIV income data and tenant-supplied income data is as follows:

- If the difference between the two is less than \$200 per month, CHD will request additional tenant-supplied income documentation to support tenant's reported income.
- If the difference is more than \$200 per month, CHD will obtain third party verification in order to properly calculate monthly household income.

A. EIV/UIV System Privacy Requirements

In order to view income data in the EIV system, CHD will have a valid Form-HUD 9886, *Authorization for the Release of Information/Privacy Act*, signed by all household members who are at least 18 years of age. Alternative consent forms are not acceptable for use of the EIV system. Form HUD-9886 notifies the signer of the authorization and purpose for collecting the information, the uses of the data, and the consequences to the individual for failing to provide the information.

EIV data will not be disclosed in any way that would violate the privacy of the individuals represented in the system.

It is important to note that EIV data will only be used to verify a family's eligibility for participation in a rental assistance program and to determine the level of assistance the participant is entitled to receive and only by properly trained persons whose duties require access to this information. Any other use, unless approved by the HUD Headquarters UIV Security System Administrator, is specifically prohibited and will not occur.

No adverse action can be taken against a participant until CHD has independently verified the UIV information and the participant has been granted an opportunity to contest any adverse findings through the established grievance procedure. The consequences of adverse findings may include CHD requiring the immediate payment of any over-subsidy, the entering into a repayment agreement, eviction, criminal prosecution, or any other appropriate remedy.

Furthermore, the information that CHD obtains 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.

Tenants will have access to their records upon request, and will have the opportunity to contest the contents of the information received by CHD through the HUD EIV system. If the tenant disagrees with any employment/wage information, the tenant must contest that information with the employer/income source. CHD cannot alter or modify any information in the EIV system.

Upon submission of additional documentation submitted by the tenant showing differing information, CHD will verify the information through third party verification. If the information is verified by the income source, CHD will correct its records to reflect correctly verified income information.

If the EIV information is contested by the tenant, but cannot be verified through third party verification, CHD must use the EIV income information received.

The case file must be thoroughly documented as to why the contested information was changed or not changed. All supporting documentation must be included in the file.

The employer/income source is responsible for correcting the information with the SWICA.

Upon written request, CHD can release EIV data to the tenant only. The tenant cannot, in writing or otherwise, give CHD permission to release the data to a third party.

Once the data has served its purpose, it shall be destroyed by either burning or shredding the data.

File and key control procedures are in place to ensure safeguards of all data received

10.3. TYPES OF VERIFICATION

The following chart outlines the factors that may be verified and gives common examples of the verification that will be sought. To obtain written third party verification, CHD will send a request form to the source along with a release form signed by the applicant/participant via first class mail.

Verification Requirements for Individual Items		
Item to Be Verified	3 rd party verification	Hand-carried verification
General Eligibility Items		
Social Security Number	Not allowed	Original Social Security Card, an appropriate government letter showing the number or other HUD-allowed method
Adult Status of Head of Household		Valid driver's license, identification card issued by a government agency or a birth certificate.
Citizenship	N/A	Signed certification, voter's registration card, birth certificate, etc.
Eligible immigration status	INS SAVE confirmation #	INS card
Student Head of Household (under age 24) (Exemption for student who is a disabled person)	Certification of financial assistance from parent or guardian or other source of financial support. All income eligibility requirements (may include that of parents or guardian)	Proof of age (over or under age 24); Proof of veteran status; Proof of dependent child in household
Independent Student Status – student must have established a household separate from parents/guardians for at least one year prior to applying for assistance (Exemption for student who is a disabled person)	IRS documentation via IRS Form 4506-T	Proof of separate residence such as lease, utility bills that are for the 12-month period before receiving assistance. Copy of tax return for previous year showing not claimed as a dependent on someone else's tax return; or a copy of the parent /guardian tax return showing the student was not claimed for the previous year

Verification Requirements for Individual Items		
Item to Be Verified	3 rd party verification	Hand-carried verification
Disability ** Requires periodic re-verification of the disability	Letter from medical professional, SSI, print-out of benefit amounts generated by CHD through automated link to DES, etc. EIV system verification, if available for social security disability benefits. Certification of Disability completed and signed by the medical professional	Proof of SSI or Social Security disability payments. (Note – not every disabled person will be receiving disability payments.)
Need for a live-in aide	Letter from health care provider (see PIH 2008-20) knowledgeable of condition	N/A
Displaced Homemaker	N/A	SSA printout showing level of earned income in last five years; copy of marriage certificate and divorce, separation, death certificate; letter from counseling/assistance program for displaced homemakers attesting to status.
Victim of Domestic Violence, Dating Violence, Stalking (VAWA)	Police report, letter from counseling service/agency (Can be provided by victim)	Police report, form HUD 50066, <i>Certification of Domestic Violence, Dating Violence, or Stalking</i> ; copy of order of protection. Form HUD 50066 must be accompanied by a police report, order of protection or letter attesting to counseling/agency assistance
Child care costs	Letter from care provider indicating amount and frequency of payment, hours of care, names of children, and if care is necessary for employment or education	Bills and receipts

Verification Requirements for Individual Items		
Item to Be Verified	3 rd party verification	Hand-carried verification
Addition of family member due to adoption or custody. (If increase in bedroom size)	Court-awarded custody decree or legal adoption. In the case of an emergency placement, court supplied documentation of the necessity of placement.	Court-awarded custody decree or legal adoption. Notarized letter from parent or custodian allowing minor to reside with the assisted family
Disability assistance expenses	Letters from suppliers, care givers, etc.	Bills and records of payment
Medical expenses	Letters 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 Discount Card ***This entry is invalid after May 15, 2006		A card with the words "Medicare Approved" on it. (this will determine the \$600 transitional credit disregard.)
Medicare Discount Benefit ***This entry is invalid after May 15, 2006		Individual receipts if the pre-discount cost is included; A comparison of receipts before and after the application of the discount; Other information provided by the pharmacy supplying the prescription; or If nothing else available, an imputed value of \$48.17 per prescription.
Medicare Prescription Drug Coverage		A card issued by the private prescription drug plan with the words "Medicare Rx" on it.
Value of and Income from Assets		

Verification Requirements for Individual Items		
Item to Be Verified	3 rd party verification	Hand-carried verification
Savings, checking accounts	Letter from institution. (In accordance with EIV guidance on 3rd party verification, tenant-provided documentation (monthly statements) may be used. If review shows deposits are attributable to EIV and/or tenant-reported income, no further verification necessary. Savings account information must be included on statements.	Passbook, most current statements
CDs, bonds, etc	Letter from institution	Tax return, information brochure from institution, the CD, the bond
Stocks	Letter from broker or holding company	Stock or most current statement, price in newspaper or through Internet
Real property	Letter from tax office, assessment, etc.	Property tax statement (for current value), assessment, records or income and expenses, tax return
Personal property held as investments	Assessment, bluebook, etc	Receipt for purchase, other evidence of worth
Cash value of life insurance policies	Letter from insurance company	Current statement
Assets disposed of for less than fair market value	N/A	Original receipt and receipt at disposition, other evidence of worth
Income		
Earned income	Letter from employer	Multiple pay stubs, tax return
Self-employed	N/A	Tax return from prior year, books of accounts

Verification Requirements for Individual Items		
Item to Be Verified	3 rd party verification	Hand-carried verification
Regular gifts and contributions	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, letter from source, letter from Human Services, DES child support enforcement print out	Record of deposits, divorce decree
Social Security	Currently dated award letter.	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	Letter from program provider indicating <ul style="list-style-type: none"> - whether enrolled or completed - whether training is HUD-funded - whether Federal, State, local govt., or local program - whether it is employment training - whether it has clearly defined goals and objectives - whether program has supportive services - whether payments are for out-of-pocket expenses incurred in order to participate in a program - date of first job after program completion 	N/A

10.4. VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS

Prior to admission, every family member regardless of age must provide CHD with a complete and accurate Social Security Number unless they do not contend eligible immigration status. New family members must provide this 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 shall have ninety (90) calendar days after starting to receive the assistance to provide a complete and accurate Social Security Number. CHD may grant one ninety (90) day extension if in its sole discretion it determines that the person's failure to comply was due to circumstances that could not have reasonably been foreseen and was outside the control of the person.

If a person is already a program participant and has not disclosed his or her Social Security Number, it must be disclosed at the next re-examination or re-certification.

Participants aged 62 or older as of January 31, 2010 whose initial eligibility determination was begun before January 31, 2010 are exempt from the required disclosure of their Social Security Number.

The best verification of the Social Security Number is the original Social Security card. If the card is not available, CHD will accept an original document issued by a federal or state government agency, which contains the name of the individual and the Social Security Number of the individual, along with other identifying information of the individual or such other evidence of the Social Security Number as HUD may prescribe in administrative instructions.

If a member of an applicant family indicates they have a Social Security Number, but cannot readily verify it, the family cannot be assisted until verification is provided.

If an individual fails to provide the verification within the time allowed, the family will be denied assistance or will have their assistance terminated. CHD may grant one ninety (90) day extension from termination if in its sole discretion it determines that the person's failure to comply was due to circumstances that could not have reasonably been foreseen and there is a reasonable likelihood that the person will be able to disclose a Social Security Number by the deadline.

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 CHD 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 Section 8 unit, the family's assistance will be terminated.

10.5. VERIFICATION OF SOCIAL SECURITY NUMBERS

Prior to admission, all family members must provide verification of his or her Social Security Number. Social Security Numbers must be provided for all new family members prior to being added to the lease.

The best verification of the Social Security Number is the original Social Security card. If the card is not available, CHD will accept letters from Social Security that establish and state the number.

If an individual states that they do not have a Social Security Number, they will be required to sign a statement to this effect. CHD will not require any individual who does not have a Social Security Number to obtain a Social Security Number.

If a member of an applicant family indicates they have a Social Security Number, but cannot readily verify it, the family cannot be assisted until verification is provided.

If a member of a tenant family indicates they have a Social Security Number, but cannot readily verify it, they shall be asked to certify to this fact and shall have up to 60 calendar days to provide the verification. If the individual is at least 62 years of age, they will be given 120 calendar days to provide the verification. If the individual fails to provide the verification within the time allowed, the family will be denied assistance or will have their assistance terminated.

10.6. TIMING OF VERIFICATION

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

When an interim reexamination is conducted, CHD will verify and update only those elements reported to have changed.

10.7. FREQUENCY OF OBTAINING VERIFICATION

Household income and composition will be verified at least annually.

For each family member, citizenship/eligible non-citizen status will be verified only once. This verification will be obtained prior to admission. 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.

If 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.

For each family member, verification of Social Security Number will be obtained only once. This verification will be accomplished prior to admission. 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.

10.8. RESOLVING DISCREPANCIES

If the verification process uncovers discrepancies in reported family composition or household income, CHD will set an appointment with the family to discuss the discrepancy. The family will have the opportunity to provide documentation supporting the information supplied. If the documentation does not support or does not adequately resolve any CHD concerns, CHD will thoroughly document the file as

to the final resolution. EIV rules will be followed to determine which verification information will be used to calculate tenant rent.

11.0 RENT AND HOUSING ASSISTANCE PAYMENT

11.1. General

After August 12, 1999, CHD will issue only vouchers to applicants, movers, and families entering the jurisdiction through portability. (See Section 21.0 for additional guidance).

Note – CHD merger into the Housing Choice Voucher program is complete.

11.2. Rent Reasonableness §982.507

CHD will not approve an initial rent or a rent increase in any of the tenant-based programs without determining that the rent amount is reasonable.

Reasonableness is determined prior to the initial lease and at the following times:

- A. Before any increase in rent to owner is approved;
- B. If 60 calendar days before the contract anniversary date there is a 5% decrease in the published FMR as compared to the previous FMR; and
- C. If CHD or HUD directs that reasonableness be re-determined. Regulations at §982.507(a)(3) allow CHD to redetermine rent reasonableness at any time.

At all times during the assisted tenancy, the rent to owner may not exceed the reasonable rent in comparison to rent for other comparable unassisted units.

11.3. Comparability

In making a rent reasonableness determination, the Housing Authority will compare the real rent for the unit to the rent of comparable units in the same or comparable neighborhoods that are not assisted under any federal, state or local program. CHD will consider the location, quality, size, number of bedrooms, age, amenities, housing services, maintenance and utilities of the unit and the comparable units.

CHD will maintain current survey information on rental units in the jurisdiction.

CHD will establish minimum base rent amounts for each unit type and bedroom size. To the base, CHD will be able to add or subtract a value for each characteristic and amenity of a proposed unit, based on a point system. This system is part of the CHD housing software package and therefore, is protected against arbitrary changes.

Owners are invited to submit information to the survey at any time. Owners may review the determination made on their unit and may submit additional information or make improvements to the unit that will enable CHD to establish a higher value.

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.

11.4. Maximum Subsidy

The Fair Market Rent (FMR) published by HUD or the exception payment standard rent (requested by CHD and approved by HUD) determines the maximum subsidy for a family.

HUD continues to allow that the maximum payment standard can go as high as 110% of the FMR without prior approval from HUD, or the exception payment standard approved by HUD.

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

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 §982.623.

Elderly/Disabled. Elderly and/or disabled families will be reviewed for reasonable accommodation automatically in order to ensure that our most vulnerable families are not harmed by significant changes to the program.

11.4.1. Setting the Payment Standard (§982.503)

HUD allows the payment standard to be set by CHD at between 90 and 110% of the FMR without prior HUD approval.

CHD will periodically and at least annually after publication of the FMRs, review its determination of the payment standard as necessary in order to manage the program within budget limitations. CHD will consider budgetary limitations, vacancy rates and rents in the market area, size and quality of units leased under the program, rents for units leased under the program, success rates of voucher holders in finding units, and the percentage of annual income families are paying for rent under the Voucher Program. CHD may raise or lower the payment standard within the HUD-allowed basic range of 90 to 110% during the fiscal year, as deemed necessary to manage the program in order to serve as many families as financially possible within the budget amount and voucher baseline

However, CHD will set the payment standards at rates necessary to continue to assist as many families as is possible in decent, safe, sanitary, and affordable housing while staying within the funding amounts as determined by HUD.

Elderly/Disabled. Elderly and/or disabled families will be reviewed for reasonable accommodation automatically in order to ensure that our most vulnerable families are not harmed by significant changes to the program.

CHD may establish a higher payment standard (although still within 110% of the published fair market rent) as a reasonable accommodation for a family that includes people with disabilities. With approval from the HUD Field Office, the payment standard can go to 120%.

Payment standards will not be raised solely to allow the renting of luxury quality units.

If success levels are projected to be extremely high and rents are projected to be at or below 30% of income, CHD will reduce the payment standard. Payment standards for each bedroom size are evaluated separately so that the payment standard for one bedroom size may increase or decrease while another remains unchanged. CHD may consider adjusting payment standards at times other than the annual review when circumstances warrant.

Before increasing any payment standard, CHD 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.

The payment standard to be used for the Section 8 Homeownership program will remain at 100 percent of the fair market rent, as long as local housing costs demand.

11.4.2. Selecting the Correct Payment Standard for a Family (§982.505; PIH 2009-22; PIH 2009-44)

- A. For the voucher tenancy, the payment standard for a family is the lower of:
 - 1. The payment standard for the family unit size; or
 - 2. The payment standard for the unit size rented by the family. A family may rent a unit size smaller than allowed on the voucher, but not larger than allowed on the voucher, unless approved for reasonable accommodation. If the family had a household composition change which resulted in a smaller unit size, the family does not have to move, but the payment standard for the correct unit size for the family will be used at the next annual recertification after the change in family composition (PIH 2009-22). The family can then make the decision whether or not they move, as they will be responsible for a larger rent portion.

- B. If the unit rented by a family is located in an exception rent area, CHD will use the appropriate payment standard for the exception rent area.
- C. In the case of a decrease in the payment standard during the HAP contract term, the lower payment standard amount generally must be used to calculate the HAP beginning at the effective date of the second regular annual reexamination following the effective date of the payment standard decrease, unless at the first annual reexamination, the landlord requires a new lease. At this time a new HAP contract must be completed and signed. This action triggers calculation under the new payment standard (982.505(c)(3)). See #3 below for details as to when a new HAPC is prepared. A new HAPC will be immediately calculated at the lower payment standard. The payment standard will be determined as follows:
1. At the first regular reexamination following the decrease in the payment standard amount, the PHA shall determine the payment standard for the family in accordance with A.1. and A.2. above, and determine if the landlord is requiring a new lease (new HAPC also required). See #3 below for details as to when a new HAPC is prepared. A new HAPC will be immediately calculated at the lower payment standard.
 2. (First reexamination payment standard amount): The PHA shall compare the payment standard amount from step 1 to the payment standard amount last used to calculate the monthly housing assistance payment for the family. The payment standard amount used by the PHA to calculate the monthly housing assistance payment at the first regular reexamination following the decrease in the payment standard amount is the higher of these two payment standard amounts. The PHA shall advise the family that the application of the lower payment standard amount will be deferred until the second regular reexamination following the effective date of the decrease in the payment standard amount.
 3. If the landlord is requiring a new lease (new HAPC also required), the lower payment standard will be applied. CHD prepares a new HAPC if the total rent amount changes, if there are household composition changes, or if there is a change in ownership. It is these actions that generate a new HAPC, and it is at these actions that the lower payment standard will be applied immediately.
 4. (Second reexamination payment standard amount): At the second regular reexamination following the decrease in the payment standard amount, the lower payment standard amount shall be used to calculate the monthly housing assistance payment for the family unless the PHA has subsequently increased the payment standard amount, in which case the payment standard amount is determined in accordance with paragraph (c)(4) of this section.

- D. The lower payment standard will be used to determine the HAP at the second annual reexamination following the decrease in the payment standard, or at any time the family moves, unless the payment standard has subsequently increased. (Two-year rule.)
- E. In the case of an increase in the payment standard amount during the HAP contract term, the increased payment standard amount shall be used to calculate the monthly housing assistance payment for the family beginning at the effective date of the family's first regular reexamination on or after the effective date of the increase in the payment standard amount.
- F. At the next regular reexamination following a change in family size or composition during the HAP contract term that causes a change in family unit size and for any examination thereafter, paragraph C above does not apply.
- G. If there is a change in family unit size during the HAP contract term, regardless of any increase or decrease in the payment standard amounts, the new family unit size must be used to determine the payment standard amount for the family beginning at the first regular annual reexamination following the change in unit size.

11.4.3. Area Exception Rents

In order to help families find housing outside areas of high poverty or when voucher holders are having trouble finding housing for lease under the program, CHD may request that HUD approve an exception payment standard rent for certain areas within its jurisdiction. The areas may be of any size, though generally not smaller than a census tract. CHD may request one such exception payment standard area or many. Exception payment standard rent authority may be requested for all or some unit sizes, or for all or some unit types.

When an exception payment standard rent has been approved and the FMR increases, the exception rent remains unchanged until such time as CHD requests and HUD approves a higher exception payment standard rent. If the FMR decreases, the exception payment standard rent authority automatically expires.

11.5. Assistance And Rent Formulas (§5.628)

A. Total Tenant Payment

The total tenant payment is equal to the highest of:

1. 10% of monthly income
2. 30% of adjusted monthly income

Plus any rent above the payment standard.

3. Minimum rent

B. Tenant Choice of a Larger Unit

Tenants cannot choose a unit other than the correct size for their family and as noted on their voucher. Requests for reasonable accommodation will be reviewed on a case-by-case basis.

1. New Admissions

A new admission family must choose a unit of the size as noted on the voucher as issued.

2. Active families who move

Families who are already active on the program and who choose to move to another unit must choose a unit of the size as noted on the voucher as issued. Continuation of a larger unit will not be approved.

3. Active families who do not move

Families who choose to remain in their current unit will not be required to move to a unit of the size as noted on the voucher, however the correct payment standard will be used to calculate the HAP payment. At the next annual recertification, the family will be given appropriate notification that they must move at their annual reexamination after the family composition change. (PIH 2009-22, 1.D)

4. Elderly/Disabled

Elderly and/or disabled families will be reviewed for reasonable accommodation automatically in order to ensure that our most vulnerable families are not harmed by significant changes to the program.

5. Reasonable Accommodation

CHD will review all requests for a larger unit as a reasonable accommodation on a case-by-case basis.

6. Homeownership

Families participating in the Section 8 Homeownership program and who have purchased a home that is being subsidized by this program are exempt from this requirement.

C. HAP for Working/Non-Working Family

Section 8 program families will be expected to contribute to their monthly rent. In order to continue to receive Section 8 voucher assistance, the family must report income that can be used to calculate the tenant portion of the monthly

rent, be enrolled in a job-training program, or register as a full time student in an accredited educational institution, unless doing so would be grounds for termination of assistance (see student assistance, Section 3.2 H)..

The family must retain employment of at least 20 hours per week. As current employment is a preference requirement to be eligible for admission to the program, ongoing employment is not only key to continue to receive assistance, but also to become self-sufficient and independent of assistance. Full time student status enrollment, and attendance in a job-training program will also qualify. The length of the training program as determined by the educational institution will be used to establish the length of time a family can remain in the program without moving on toward employment.

1. Elderly or disabled families:

Exemption to this requirement are elderly and disabled families.

2. For new admission families (eligibility):

Employment is required for admission and employment must be retained throughout assistance. If the family reports job termination, the family has 60 days to become employed or show an effort to regain employment by receiving unemployment benefits, enrolling as a full time student, or entering a job training program.

When unemployment benefits are terminated, completion of the program of study, or job training program, the family has 60 days to become employed or lose assistance.

After the 60-day period, if status has not changed, a 30-day notice of termination will be sent (90 days total).

3. For families currently active and working/full time student/attending job training program:

Employment or full time student status must be retained throughout assistance. If the family reports job termination, the family has 60 days to become employed or show an effort to regain employment by receiving unemployment benefits, enrolling as a full time student, or entering a job training program.

When unemployment benefits are terminated, completion of the program of study, or completing the job-training program, the family has 60 days to become employed or lose assistance.

After the 60-day period, if status has not changed, a 30-day notice of termination will be sent (90 days total).

The working requirement will end at elderly status, or becoming disabled or handicapped.

4. For families currently active and not working/full time student/attending job training program:

At the first recertification, the family will be given notice that they have 24 months to change its status to working/full time student/attending job training program.

If family does not change its status, at second recertification the family will be given notice that they have 12 months to change status to working/full time student/attending job training program. Ninety days before the next recertification, the family will be given a 30-day notice of termination. If status has not changed prior to the recertification, assistance will be terminated.

If family becomes employed, all requirements as detailed in the category of families currently active and working/full time student/attending job training program apply

5. For families on temporary FMLA status:

Upon the end of the 12-week federally protected FMLA period, the family must convert to category of families currently active and working/full time student/attending job training program or risk being placed in category of families currently active and not working/full time student/attending job training program..

The family will have the right to an informal hearing if appealed in writing within the time as set by the informal hearing procedures for assistance termination by CHD (Section 16.0).

If a family has more than three instances of job loss within a certification period, the income for rent calculation purposes will be annualized. If anticipated income cannot be reasonably determined, CHD may use last year's income as an indication of current year's income. Any period of unemployment which lasts for 60 days will generate a 30-day notice of termination.

D. Minimum Rent (\$5.630)

1. HUD allows the minimum rent to be set between \$0 and \$50.00.
2. However, if the family requests a hardship exemption, CHD will suspend the minimum rent for the family beginning the month following the family's hardship request. The suspension will continue until CHD 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:

- a. When the family has lost eligibility for or is awaiting an eligibility determination for a Federal, State or local assistance program including a family that includes 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;
 - b. When the family would be evicted because it is unable to pay the minimum rent;
 - c. When the income of the family has decreased because of changed circumstances, including loss of employment; and
 - d. When a death has occurred in the family.
3. No hardship. If CHD determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent to CHD for the time of suspension.
 4. Temporary hardship. If CHD determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will not be imposed for a period of 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. CHD will offer a reasonable repayment agreement for any minimum rent back payment paid by CHD on the family's behalf during the period of suspension.
 5. Long-term hardship. If CHD determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.
 6. Appeals. The family may use the informal hearing procedure to appeal CHD's determination regarding the hardship. No escrow deposit will be required in order to access the informal hearing procedures.

E. Section 8 Merged Vouchers

1. The payment standard is set by CHD between 90% and 110% of the FMR, or higher or lower, with HUD approval.

2. The participant pays the greater of the Total Tenant Payment or the minimum rent, plus the amount by which the gross rent exceeds the payment standard.

No participant when initially receiving tenant-based assistance on a unit shall pay more than 40% of their monthly-adjusted income (§982.508).

F. Section 8 Preservation Vouchers

1. Payment Standard

- a. The payment standard is the lower of:
 - i. The payment standard amount for the appropriate family unit size; or
 - ii. The payment standard amount for the size of the dwelling unit actually rented by the family.
- b. If the dwelling unit is located in an exception area, CHD will use the appropriate payment standard for the exception area.
- c. During the HAP contract term, the payment standard for the family is the higher of :
 - i. The initial payment standard (at the beginning of the HAP contract term), as determined in accordance with paragraph (1)(a) or (1)(b) of this section, minus any amount by which the initial rent to the owner exceeds the current rent to the owner; or
 - ii. The payment standard as determined in accordance with paragraph (1)(a) or (1)(b) of this section, as determined at the most recent regular reexamination of family income and composition effective after the beginning of the HAP contract term.
- d. At the next regular reexamination following a change in family composition that causes a change in family unit size during the HAP contract term, and for any examination thereafter during the term:
 - i. Paragraph (c)(i) of this section does not apply; and
 - ii. The new family unit size must be used to determine the payment standard.

2. CHD will pay a monthly housing assistance payment on behalf of the family that equals the lesser of:

- a. The payment standard minus the total tenant payment; or
- b. The gross rent minus the total tenant payment.

G. Manufactured Home Space Rental: Section 8 Vouchers

1. The payment standard for a participant renting a manufactured home space is the published FMR for rental of a manufactured home space.
2. The space rent is the sum of the following as determined by CHD:
 - a. Rent to the owner for the manufactured home space;
 - b. Owner maintenance and management charges for the space; and
 - c. Utility allowance for tenant paid utilities.
3. The participant pays the rent to owner less the HAP.
4. 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.

H. Rent for Families under the Non-Citizen Rule

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.

If a mixed family qualifies for prorated assistance but decides not to accept it, or if the family has no eligible members, the family may be eligible for temporary deferral of termination of assistance to permit the family additional time for the orderly transition of some or all of its members to locate other affordable housing. Under this provision, the family receives full assistance.

If assistance is granted under this provision prior to November 29, 1996, it may last no longer than three years. If granted after that date, the maximum period of time for assistance under the provision is 18 months. CHD will grant each family a period of 6 months to find suitable affordable housing. If the family cannot find suitable affordable housing, CHD will provide additional search periods up to the maximum time allowable. See 24CFR §5.518 for additional statutory guidance.

Suitable housing means housing that is not substandard and is of appropriate size for the family. Affordable housing means that it can be rented for an amount not exceeding the amount the family pays for rent, plus utilities, plus 25%.

Ineligible family members do not qualify for the MEID income exclusion benefit.

The family's assistance is prorated in the following manner:

1. Find 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. Obtain the prorated family share by subtracting the prorated HAP from the gross rent (contract rent plus utility allowance).
3. The prorated tenant rent equals the prorated family share minus the full utility allowance.

11.6. Utility Allowance

CHD 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, CHD uses normal patterns of consumption for the community as a whole and current utility rates.

CHD reviews the utility allowance schedule annually and revises any allowance for a utility category if there has been a change of 10% or more in the utility rate since the last time the utility allowance schedule was revised. CHD 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 CHD Office.

CHD uses the appropriate utility allowance for the size of dwelling unit actually leased by the family (rather than the family unit size as determined under CHD subsidy standards).

At each reexamination, CHD applies the utility allowance from the most current utility allowance schedule.

CHD will 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.

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 will be paid directly to the utility company to be applied to the tenant family's monthly bill. Any utility cost above the allowance is the responsibility of the tenant. The utility company will continue to send monthly billing statements to the tenant family. The utility payment will be sent to the utility company with the highest bill owed by the tenant family. Any other utility charges will be the sole responsibility of the tenant family.

11.7. Distribution Of Housing Assistance Payment

CHD pays the owner the lesser of the housing assistance payment or the rent to owner. If payments are not made within 10 business days of when due after the first two months of the HAP contract term, the owner may charge CHD a late payment, agreed to in the Contract and in accordance with generally accepted practices in CHD jurisdiction if the following conditions apply:

- A. It is the owner's practice to charge such penalties for assisted and unassisted residents; and
- B. The owner also charges such penalties against the resident for late payment of family rent to the owner.
- C. Late charges will not be paid when the reason for the lateness is attributable to factors beyond the control of CHD.
- D. A housing assistance payment is considered made upon being mailed by CHD.
- E. Unless otherwise terminated, the housing assistance payment contract shall end 180 calendar days after the last housing assistance payment is made.
- F. CHD requires all new owners to accept payment by direct deposit. Current owners will be placed on direct deposit status over a period of time that allows

for orderly transition. CHD is currently converting active owners on a quarterly basis.

11.8. Change of Ownership

CHD requires a written request by the owner who executed the HAP contract in order to make changes regarding who is to receive CHD's rent payment or the address as to where the rent payment should be sent, unless the ownership changes due to foreclosure (See Section 11.9).

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

- A. Deed of Trust showing the transfer of title; and
- B. Tax Identification Number or Social Security Number.

New owners will be required to execute IRS form W-9. CHD may withhold the rent payment until the taxpayer identification number is received.

Owners wishing to change ownership must receive the written permission of the Housing Authority prior to assigning a HAP contract. The owner shall inform CHD of the impending change and give CHD 30 calendar days to review the prospective owner to make sure they are appropriate. The new owner shall meet the same criteria as the existing owner. Approval shall not be unreasonably withheld.

11.9. Protecting Tenants at Foreclosure Act

- A. In accordance with PIH Notice 2009-52, issued December 15, 2009, CHD will continue to make ongoing HAP payments to the owner of record. Upon receipt of notice that a property has been foreclosed on, will be foreclosed upon, or is up for sale or auction, CHD will delay HAP and place it on hold until proof of continued ownership is received. In order to continue to receive payment, the current owner must provide current documentation that proves current ownership of the property. If we become aware that a HAP payment has been made after the transfer of ownership, the previous owner will be responsible for returning those funds back to the CHD. As this can be difficult, CHD opts to delay making any payment that may be in jeopardy.
- B. Upon notice of foreclosure, CHD will comply with PIH Notice 2009-52, and will:
 - 1. Provide notice to the Landlord or party executing the contract of the changes in law outlined in this Notice. .
 - 2. Provide notice to the Head of Household that is receiving HCV assistance of their rights as a result of the change in law outlined in this Notice.

3. Comply with all PHA responsibilities as outlined in PIH Notice 2009-52, or additional notices, rules and guidance.

11.10. HAP Payments at Contract End

CHD will pay monthly HAP payments as follows:

- A. When HAPC signed and in place.
- B. CHD will pay in accordance with the 30-day notice of termination, a HAP payment to a landlord when CHD terminates assistance in mid contract. If termination is mid-month, the HAP will be paid to the end of the next full month.
- C. CHD will not pay an additional month HAP if the family is evicted by the landlord/owner/manager.
- D. CHD will not pay an additional month HAP if the family leaves, with or without proper notice.

CHD will take all steps to recoup any HAP amount paid to a landlord after a family moves out.

12.0 INSPECTION POLICIES, HOUSING QUALITY STANDARDS, AND DAMAGE CLAIMS (§982.401)

CHD will inspect all units to ensure that they meet Housing Quality Standards (HQS). No unit will be initially placed on the Section 8 Existing Program unless the HQS is met. Units will be inspected at least annually, and at other times as needed, to determine if the units meet HQS.

CHD 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. If the family cannot be at home for the scheduled inspection appointment, the family must call and reschedule the inspection or make arrangements to enable CHD to enter the unit and complete the inspection.

If the family misses the scheduled inspection and fails to reschedule the inspection, CHD will only schedule one more inspection. If the family misses two inspections, CHD will consider the family to have violated a Family Obligation and their assistance will be terminated.

12.1. *Types of Inspections*

There are several types of inspections CHD will perform:

- A. Initial Inspection - An inspection that must take place to insure that the unit passes HQS before assistance can begin.
- B. Annual Inspection - An inspection to ensure the unit continues to meet HQS.
- D. Special Inspection - An inspection caused by a third party, i.e. neighbor complaint, landlord complaint, etc.
- E. Emergency - An inspection that takes place in the event of a perceived emergency. These will take precedence over all other inspections.
- G. Quality Control Inspection - Supervisory inspections on a sampling as determined by §985.3, based on the total number of units that were under lease during CHD's previous fiscal year.

12.2. Owner and Family Responsibility (§982.404)

- A. Owner Responsibility for HQS
 - 1. The owner must maintain the unit in accordance with HQS.
 - 2. If the owner fails to maintain the dwelling unit in accordance with HQS, CHD will take prompt and vigorous action to enforce the owner obligations. CHD's remedies for such breach of the HQS include termination, suspension, abatement, or reduction of housing assistance payments and termination of the HAP contract.
 - 3. CHD will not make any housing assistance payments for a dwelling unit that fails to meet the HQS, unless the owner corrects the defect within the period specified by CHD and CHD verifies the correction, or the correction has been self-certified and reported to CHD. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects, the owner must correct the defect within no more than 30 calendar days (or any CHD approved extension).
 - 4. The owner is not responsible for a breach of the HQS that is not caused by the owner, and for which the family is responsible. Furthermore, CHD may terminate assistance to a family because of the HQS breach caused by the family.
- B. Family Responsibility for HQS (982.404)
 - 1. The family is responsible for a breach of the HQS that is caused by any of the following:
 - a. The family fails to pay for any utilities that the owner is not required to pay for, but which are to be paid by the tenant;

- b. The family fails to provide and maintain any appliances that the owner is not required to provide, but which are to be provided by the tenant; or
 - c. Any member of the household or a guest damages the dwelling unit or premises (damage beyond ordinary wear and tear).
2. If an HQS breach caused by the family is life threatening, the family must correct the defect within no more than 24 hours. For other family-caused defects, the family must correct a breach of the HQS, CHD will take prompt and vigorous action to enforce the family obligations. CHD may terminate assistance for the family in accordance with 24 CFR §982.552.

C. Initial Inspection and Utilities

During an initial unit inspection, if there are no utilities yet to the unit, the landlord will sign a statement certifying that all utility systems, owner-supplied appliances, outlets, etc., are in proper working condition, and if found to be otherwise, the owner/landlord/manager will immediately repair to put into proper working condition.

Tenant will also receive a copy of this certification that also explains if there is a failure on the part of the landlord/owner/manager to correct any such deficiencies, or they are found to be inoperable after move in and after all utilities are turned on, they must call the CHD office to schedule an inspection.

12.3. Mold

If, upon inspection, mold is present in the unit, the unit will fail and the owner will be notified to treat and fix the source.

12.4. Housing Quality Standards (HQS) (24 CFR §982.401)

This Section states performance and acceptability criteria for these key aspects of the following housing quality standards:

A. Sanitary Facilities

1. Performance Requirements

The dwelling unit must include sanitary facilities located in the unit. The sanitary facilities must be in proper operating condition and adequate for personal cleanliness and the disposal of human waste. The sanitary facilities must be usable in privacy.

2. Acceptability Criteria

- a. The bathroom must be located in a separate private room and have a flush toilet in proper operating condition.
- b. The dwelling unit must have a fixed basin in proper operating condition, with a sink trap and hot and cold running water.
- c. The dwelling unit must have a shower or a tub in proper operating condition with hot and cold running water.
- d. The facilities must utilize an approvable public or private disposal system (including a locally approvable septic system).

B. Food Preparation and Refuse Disposal

1. Performance Requirements

- e. The dwelling unit must have suitable space and equipment to store, prepare, and serve foods in a sanitary manner.
- f. There must be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage where necessary (e.g., garbage cans).

2. Acceptability Criteria

- a. The dwelling unit must have an oven, a stove or range, and a refrigerator of appropriate size for the family. All of the equipment must be in proper operating condition. Either the owner or the family may supply the equipment. A microwave oven may be substituted for a tenant-supplied oven and stove or range. A microwave oven may be substituted for an owner-supplied oven and stove or range if the tenant agrees and microwave ovens are furnished instead of an oven and stove or range to both subsidized and unsubsidized tenants in the building or premises.
- b. The dwelling unit must have a kitchen sink in proper operating condition, with a sink trap and hot and cold running water. The sink must drain into an approvable public or private system.
- c. The dwelling unit must have space for the storage, preparation, and serving of food.
- d. There must be facilities and services for the sanitary disposal of food waste and refuse, including temporary storage facilities where necessary (e.g., garbage cans).

C. Space and Security

1. Performance Requirement

The dwelling unit must provide adequate space and security for the family.

2. Acceptability Criteria

- a. At a minimum, the dwelling unit must have a living room, a kitchen area, and a bathroom.
- b. The dwelling unit must have at least one bedroom or living/sleeping room for each two persons. Children of opposite sex, other than very young children, may not be required to occupy the same bedroom or living/sleeping room.
- c. Dwelling unit windows that are accessible from the outside, such as basement, first floor, and fire escape windows, must be lockable (such as window units with sash pins or sash locks, and combination windows with latches). Windows that are nailed shut are acceptable only if these windows are not needed for ventilation or as an alternate exit in case of fire.
- d. The exterior doors of the dwelling unit must be lockable. Exterior doors are doors by which someone can enter or exit the dwelling unit.

D. Thermal Environment

1. Performance Requirement

The dwelling unit must have and be capable of maintaining a thermal environment healthy for the human body.

2. Acceptability Criteria

- a. There must be a safe system for heating and cooling the dwelling unit. The system must be in proper operating condition. The system must be able to provide adequate heat and cooling, either directly or indirectly, to each room, in order to assure a healthy living environment appropriate to the climate.
- b. The dwelling unit must not contain unvented room heaters that burn gas, oil, or kerosene.

E. Illumination and Electricity

1. Performance Requirement

Each room must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of occupants. The dwelling unit must have sufficient electrical sources so occupants can use essential electrical appliances. The electrical fixtures and wiring must ensure safety from fire.

2. Acceptability Criteria

- a. There must be at least one window in the living room and in each sleeping room.
- b. The kitchen area and the bathroom must have a permanent ceiling or wall light fixture in proper operating condition. The kitchen area must also have at least one electrical outlet in proper operating condition.
- c. The living room and each bedroom must have at least two electrical outlets in proper operating condition. Permanent overhead or wall-mounted light fixtures may count as one of the required electrical outlets.

F. Structure and Materials

1. Performance Requirement

The dwelling unit must be structurally sound. The structure must not present any threat to the health and safety of the occupants and must protect the occupants from the environment.

2. Acceptability Criteria

- a. Ceilings, walls, and floors must not have any serious defects such as severe bulging or leaning, large holes, loose surface materials, severe buckling, missing parts, or other serious damage.
- b. The roof must be structurally sound and weather tight.
- c. The exterior wall structure and surface must not have any serious defects such as serious leaning, buckling, sagging, large holes, or defects that may result in air infiltration or vermin infestation.

- d. The condition and equipment of interior and exterior stairs, halls, porches, walkways, etc., must not present a danger of tripping and falling. For example, broken or missing steps or loose boards are unacceptable.
- e. Elevators must be working and safe.

G. Interior Air Quality

1. Performance Requirement

The dwelling unit must be free of pollutants in the air at levels that threaten the health of the occupants.

2. Acceptability Criteria

- a. The dwelling unit must be free from dangerous levels of air pollution from carbon monoxide, sewer gas, fuel gas, dust, and other harmful pollutants.
- b. There must be adequate air circulation in the dwelling unit.
- c. Bathroom areas must have one window that can be opened or other adequate exhaust ventilation.
- d. Any room used for sleeping must have at least one window. If the window is designed to be opened, the window must work.

H. Water Supply

1. Performance Requirements

The water supply must be free from contamination.

2. Acceptability Criteria

The dwelling unit must be served by an approvable public or private water supply that is sanitary and free from contamination.

I. Access

1. Performance Requirements

The dwelling unit must be able to be used and maintained without unauthorized use of other private properties. The building must provide an alternate means of exit in case of fire (such as fire stairs or egress through windows).

J. Site and Neighborhood

1. Performance Requirements

The site and neighborhood must be reasonably free from disturbing noises and reverberations and other dangers to the health, safety, and general welfare of the occupants.

2. Acceptability Criteria

The site and neighborhood may not be subject to serious adverse environmental conditions, natural or manmade, such as dangerous walks or steps; instability; flooding, poor drainage, septic tank back-ups or sewage hazards; mudslides; abnormal air pollution, smoke or dust; excessive noise, vibration or vehicular traffic; excessive accumulations of trash; vermin or rodent infestation; or fire hazards.

K. Sanitary Condition

1. Performance Requirements

The dwelling unit and its equipment must be in sanitary condition.

2. Acceptability Criteria

The dwelling unit and its equipment must be free of vermin and rodent infestation.

L. Smoke Detectors

1. Performance Requirements

- a. Except as provided in paragraph b below of this Section, each dwelling unit must have at least one battery-operated or hard-wired smoke detector, in proper operating condition, on each level of the dwelling unit, including basements but excepting crawl spaces and unfinished attics. Smoke detectors must be installed in accordance with and meet the requirements of the National Fire Protection Association Standard (NFPA) 74 (or its successor standards). If the dwelling unit is occupied by any hearing-impaired person, smoke detectors must have an alarm system, designed for hearing-impaired persons as specified in NFPA 74 (or successor standards).
- b. For units assisted prior to April 24, 1993, owners who installed battery-operated or hard-wired smoke detectors prior to April 24, 1993, in compliance with HUD's smoke detector requirements, including the regulations published on July 30, 1992, (57 FR 33846), will not be required subsequently to comply with any additional requirements mandated by NFPA 74 (i.e., the owner would not be required to install a smoke detector in a basement

not used for living purposes, nor would the owner be required to change the location of the smoke detectors that have already been installed on the other floors of the unit).

12.5. Lead Based Paint

A. Definitions

1. Chewable surface: Protruding painted surfaces up to five feet from the floor or ground that are readily accessible to children under six years of age; for example, protruding corners, window sills and frames, doors and frames, and other protruding woodwork.
2. Component: An element of a residential structure identified by type and location, such as a bedroom wall, an exterior window sill, a baseboard in a living room, a kitchen floor, an interior window sill in a bathroom, a porch floor, stair treads in a common stairwell, or an exterior wall.
3. Defective paint surface: A surface on which the paint is cracking, scaling, chipping, peeling, or loose.
4. Elevated blood level (EBL): Excessive absorption of lead. Excessive absorption is a confirmed concentration of lead in whole blood of 20 ug/dl (micrograms of lead per deciliter) for a single test or of 15-19 ug/dl in two consecutive tests 3-4 months apart.
5. HEPA: A high efficiency particle accumulator as used in lead abatement vacuum cleaners.
6. Lead-based paint: A paint surface, whether or not defective, identified as having a lead content greater than or equal to 1 milligram per centimeter squared (mg/cm^2), or 0.5 % by weight or 5000 parts per million (PPM).

B. 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 paint inspection was completed in accordance with the new regulations that became effective on September 15, 2000, and are certified to have no lead-based paint;

5. Properties in which all lead-based paint was identified, was removed, and that received clearance in accordance with the new regulations which became effective on September 15, 2000.

C. Non-Exempt or Covered Units

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:

1. The unit interior and exterior paint surfaces associated with the assisted unit: and
2. 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.

D. Responsibilities of CHD and the Owner

1. CHD is responsible for the following activities:
 - a. The visual assessment for deteriorated paint (i.e., peeling, chipping, flaking) surfaces at initial and annual inspections;
 - b. Assuring that clearance examinations are conducted when required;
 - c. Carrying out special requirements for children under age six who have environmental intervention blood lead levels as verified by a medical health care provider;
 - d. Collecting data from the local health department on program participants under age six who have identified environmental intervention blood lead levels; and
 - e. Record keeping
2. Owners of units to be or that are assisted have the responsibility to:
 - a. Disclose known lead-based paint hazards to all potential residents prior to execution of a lease;
 - b. Provide all prospective families with a copy of Protect Your Family From Lead in Your Home or other EPA approved document;

- c. When necessary, perform paint stabilization to correct deteriorated paint;
- d. Each time paint stabilization is performed, notify the resident about the conduct of lead hazard reduction activities and clearance (if required);
- e. Conduct lead hazard reduction activities when required by CHD;
- f. Perform all work in accordance with HUD prescribed safe work practices and conduct clearance activities when required; and
- g. 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. CHD 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 CHD.

E. Qualified Inspector

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

F. Visual Assessment for Deteriorated Paint

CHD during the conduct of initial, annual and any special inspections of pre-1978 units that are occupied or will be occupied by families with children under 6 years of age. CHD 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, child-care facilities, or other areas including fences and garages frequented by children under age six.

G. Stabilization of Deteriorated Paint Surfaces

When the HQS 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), CHD will notify and require the owner to perform stabilization of the surfaces within thirty (30) calendar days of the notification by CHD's inspection for occupied units and before commencement of any assisted tenancy.

Owner requirements for compliance with CHD'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 differentiated characterized 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 individual small components (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 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).

Failure to comply with paint stabilization requirements, regardless of the amount of deteriorated surface, will result 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, 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.

Clearance Activities:

CHD will be responsible for clearance activities. All clearance activities will be performed by persons who have EPA or state-approved training and are licensed or certified to perform clearance examinations.

CHD 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 CHD with an executed copy of the Lead-Based Paint Owner's Certification for the HQS 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).

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.

Clearance Activities:

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

H. Requirements for Children with Environmental Intervention Blood Lead Level

Should CHD 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, CHD 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, CHD will proceed to complete a risk assessment of the unit, common areas and exterior surfaces as outlined in Subsection H below. This requirement does not apply if the public health department has already conducted an evaluation between the date the child's blood was last sampled and the receipt of notification of the child's condition.

If CHD receives a report of an environmental intervention blood lead level child from any source other than the public health department, CHD will notify the public health department with 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.

I. Risk Assessment

Within fifteen (15) calendar days of the notification to CHD by a public health department or medical health care provider, CHD 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 CHD is not required.

CHD 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 CHD explaining the results of the investigation, as well as option and requirements for reducing lead-based paint hazards. Upon receipt of the risk assessment, CHD 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 CHD.

J. Hazard Reduction

The owner must complete reduction of identified lead-based paint hazards as identified in the risk assessment as outlined in Subsection H of this Section within thirty (30) calendar days (or date specified by CHD 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 CHD 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 CHD 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 CHD grants an extension for exterior surfaces) of notification constitutes a violation of HQS, and appropriate action against the owner will be taken if a program family occupies the unit. If the unit is vacant when CHD 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.

K. CHD Data Collection and Record Keeping

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

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

Quarterly, CHD 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.

CHD 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 CHD.

CHD 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.

12.6. Exceptions to the HQS Acceptability Criteria

CHD will utilize the acceptability criteria as outlined above with applicable State and local codes. Additionally, CHD has received HUD approval to require the following additional criteria:

- A. In each bedroom, there will be at least one exterior window that can be opened.
- B. Adequate heat shall be considered to be 68 degrees.
- C. In units where the resident must pay for utilities, each unit must have separate metering device(s) for measuring utility consumption.
- D. A $\frac{3}{4}$ " overflow pipe must be present on the hot water heater safety valves and installed down to within 12 inches of the floor.

12.7. Time Frames and Corrections of HQS Fail Items

A. Correcting Initial HQS Fail Items

CHD 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 5 working days) upon receipt of a Request for Tenancy Approval. The owner and participant will be notified in writing of the results of the inspection. If the unit fails HQS, the owner and the participant will be advised to notify CHD to reschedule a re-inspection when the repairs have been properly completed.

On an initial inspection, the owner will be given up to 14 calendar days to correct the items noted as failed, depending on the extent of the repairs that are required to be made. No unit will be placed in the program until the unit meets the HQS requirements.

B. HQS Fail Items for Units under Contract

The owner or participant will be given time to correct the failed items cited on the inspection report for a unit already under contract. If the failed items endanger the family's health or safety (using the emergency items listed in Section 12.7), the owner or participant will be given 24 hours to correct the violations. For non-emergency failures, the owner will be given 14 calendar days from the date of the initial inspection to correct the failed item(s), and for tenant corrections, up to 30 calendar days to correct the failed item(s).

If the owner fails to correct the HQS failed items after proper notification has been given, CHD will abate payment and terminate the contract in accordance with Sections 12.8 and 17.0.

If the participant fails to correct the HQS failed items that are family-caused after proper notification has been given, CHD will terminate assistance for the family in accordance with Sections 12.2(B) and 17.0.

C. Time Frames for Corrections

1. Emergency repair items must be abated within 24 hours.
2. Repair of refrigerators, range and oven, or a major plumbing fixture supplied by the owner must be abated within 72 hours.
3. Non-emergency items must be completed within 30 calendar days of the initial inspection for tenant corrections and 14 days for landlord corrections.
4. For major repairs, the owner will have up to 30 calendar days to complete.

D. Extensions

At the sole discretion of CHD, extensions of up to 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. If repairs are not completed within 60 calendar days after the initial inspection date, CHD will abate the rent and terminate the HAP contract for owner noncompliance. Appropriate extensions will be granted if a severe weather condition exists for such items as exterior painting and outside concrete work for porches, steps, and sidewalks.

E. Notice for Emergency Fail Items

If an inspection fails with emergency deficiencies that must be corrected within 24 hours, the inspector will leave a Notice of Emergency Deficiency. The landlord, tenant, and/or a representative present at the inspection, will be requested to sign the notice, acknowledging the failed item(s) must be repaired within 24-hours from the time of notice. A copy will also be mailed to the landlord and tenant, however this does not extend the 24-hour correction requirement. Refusal to sign does not rescind the 24-hour notice. Refusal will be noted on the notice and a copy will be left in the unit. If the landlord or representative is not present, CHD will contact the landlord/representative to notify them of the 24-hour requirement and that a copy is in the mail.

Emergency fail items require a reinspection at the end of the 24-hour period, unless it falls on a weekend or holiday, then the reinspection will be the next business day.

Failure to repair an emergency fail item and call for a reinspection within the 24 hour period will be grounds for immediate termination of assistance for a tenant, and immediate abatement and termination of the contract for an

owner. If it is landlord fail item, the family will be issued a voucher to move. If the family chooses to remain in the unit, assistance will terminate.

12.8. Emergency Fail Items

The following items are to be considered examples of emergency items that need to be abated within 24 hours:

- A. No hot or cold water
- B. No electricity
- C. No gas service
- D. Inability to maintain adequate heat
- E. Major plumbing leak
- F. Natural gas, propane, or LP gas leak
- G. Broken lock(s) on first floor doors or windows
- H. Broken windows that unduly allow weather elements into the unit
- I. Electrical outlet smoking or sparking
- J. Exposed electrical wires which could result in shock or fire
- K. Unusable toilet when only one toilet is present in the unit
- L. Security risks such as broken doors or windows that would allow intrusion
- M. Other conditions which pose an immediate threat to health or safety, including extreme failed housekeeping. Housekeeping fails that are repeated for at least two consecutive annual or special inspections, or a combination of inspection types, can result in termination of assistance. Extreme failed housekeeping is defined as:
 - a. Trash strewn on the interior floor or garage floor area;
 - b. Floor area covered by either personal belongings, clothing, toys, trash which make walking through the area difficult or dangerous;
 - c. Unclean bathroom/toilet area causing unsanitary conditions;
 - d. Broken built-ins such as cabinets, cabinet doors or drawers, or appliances;
 - e. Appliances with unacceptable amounts of grease (fire hazard) or food spills;

- f. Exterior patio or backyard area in a condition that if it was a front exterior, would fail a code inspection.
- g. Additional conditions as discovered during the inspection that are construed as a health and safety violation causing an unsanitary living environment.

12.9. Abatement

When a unit fails to meet HQS and the owner has been given an opportunity to correct the deficiencies, but has failed to do so within the required timeframe, the rent for the dwelling unit will be abated as of the first day of the next month after the 30 days notice.

If the corrections of deficiencies are not made the abatement will continue until the HAP contract is terminated. When the deficiencies are corrected, CHD will end the abatement the day the unit passes inspection. Rent will resume the day the unit passes inspection and be paid the first day of the next month.

For participant caused HQS deficiencies, the owner will not be held accountable and the rent will not be abated. The participant is held to the same standard for correction of deficiencies as owners. If repairs are not completed by the deadline, CHD will send a notice of termination to both the participant and the owner. The participant will be given the opportunity to request an informal hearing.

HAP contracts will be terminated after giving the owner thirty (30) calendar days notice from the first day of a month. It will be sent with the Notice of Abatement. Termination will end any abatement action.

12.10. Verify Correction of HQS Deficiencies §982.404(a)(3)

24 CFR §982.404(a)(3) states a PHA must verify corrections are made. HUD has clarified this to not limit “verification” to PHA reinspection only. CHD may allow for owner/tenant certification of correction of failed items that are not health or safety violations.

A. Emergency Fail Items

- 1. Emergency fail items must be corrected within 24 hours. CHD will reinspect the unit to verify correction has been made and that the emergency situation has been abated.
- 2. Correction of emergency fail items cannot be self-certified by either tenant or owner.

B. Non-Emergency Fail Items

1. CHD will consider certain corrections for self-certification based on the severity of the item. Self-certification will not apply to:
 - a. New landlords/new tenants. Must complete a one year lease in good standing.
 - b. Initial Inspections
2. The following items can be considered for self-certification of correction:
 - a. Electrical
 - i. Missing outlet cover
 - ii. Missing light bulbs in fixture
 - iii. Missing light fixture cover
 - b. Security
 - i. Missing Interior door striker plate
 - ii. Missing or damaged interior door frame
 - iii. Missing or damages interior door knob
 - c. Windows
 - i. Missing or damaged window weatherization
 - ii. Cracked or broken window
 - d. Ceiling
 - i. Missing ceiling tiles
 - ii. Hole in ceiling
 - e. Walls
 - i. Hole in wall
 - ii. Other visual wall damage that is not a health or safety violation
 - f. Stove/Oven
 - i. Missing light bulb in vent hood
 - ii. Missing or dirty screen in vent hood
 - iii. Defective hood vent
 - iv. Missing knobs on electric stove (gas appliances cannot be self-certified)
 - v. Inoperable burner on electric stove (gas appliances cannot be self-certified)

- vi. Defective oven door seal on electric oven (gas appliances cannot be self-certified)
- g. Refrigerator
 - i. Missing kick plate
 - ii. Missing parts not affecting the operation of the appliance (handle, shelves)
- h. Sinks
 - i. Missing knobs
 - ii. Inoperable knobs
 - iii. Low water pressure
 - iv. Inoperable kitchen garbage disposal
 - v. Clogged sink drain (must have at least one other operable sink or cannot be self-certified)
 - vi. Damaged area under sink from previous leak (If mold present, cannot be self-certified)
 - vii. J-Trap leak
- i. Toilet
 - i. Missing seat
 - ii. Low water pressure
 - iii. Missing flush handle
 - iv. Leak that causes tank to continually run to refill
 - v. Clogged toilet (must have at least one other operable toilet or cannot be self-certified.)
- j. Shower/Tub
 - i. Low water pressure
 - ii. Missing or broken shower head
 - iii. Missing tub knobs
 - iv. Inoperable knobs
 - v. Clogged drain (must have at least one other operable tub or shower or cannot be self-certified)
- k. Ventilation
 - i. Inoperable vent fan in bath or kitchen
- l. Gutters
 - i. Missing downspout

- ii. Gutter in need of repair (if gutter in such disrepair that it could fall off, cannot be self-certified)
 - m. Heating/Cooling
 - i. Dirty air filters
- C. Self-Certification Quality Control

CHD will check a portion of the self-certified corrections through the HQS Quality Control process. If other items failed during an HQS inspection that cannot be self-certified, the unit must have a reinspection. Upon reinspection, the inspector will check all items to verify failed item was completed correctly.
- D. Failure to Self-Certify or Falsification of Certification

If an owner or tenant fails to timely self-certify failed inspection items, it will be treated the same as if an owner or tenant fails to make a repair in a timely manner. See Section 12.8 Abatement.

All procedural requirements for abatement and termination apply to self-certified inspections.

If an owner or tenant provides a self-certification and it is discovered that the correction was not completed, CHD will treat it as a failed repair. If the owner or tenant correct the deficiencies and remain on the program, they will be barred from future self-certification until otherwise determined by CHD at CHD discretion.

13.0 OWNER CLAIMS FOR DAMAGES, UNPAID RENT, AND VACANCY LOSS AND PARTICIPANT'S ENSUING RESPONSIBILITIES

This Section only applies to HAP contracts in effect before October 2, 1995. Voucher contracts in effect before October 2, 1995 have a provision for damages and unpaid rent. No vacancy loss is paid.

No Damage Claims will be processed unless CHD has performed a move-out inspection. Either the tenant or the owner can request the move-out inspection. Ultimately, it is the owner's responsibility to request the move-out inspection if he/she believes there may be a claim.

Damage claims for contracts in effect before October 2, 1995 are limited in the following manner:

- A. In the Voucher Program, owners are allowed to claim up to one (1) month contract rent minus greater of the security deposit collected or the security

deposit that should have been collected under the lease. There will be no payment for vacancy losses under the Voucher Program.

B. No damage claims will be paid effective on or after October 2, 1995.

13.1. OWNER CLAIMS FOR PRE-OCTOBER 2, 1995 UNITS

In accordance with the HAP contract, owners can make special claims for damages, unpaid rent, and vacancy loss (vacancy loss cannot be claimed for vouchers) after the tenant has vacated or a proper eviction proceeding has been conducted.

Owner claims for damages, unpaid rent, and vacancy loss are reviewed for accuracy and completeness. Claims are then compared to the move-in and move-out inspections to determine if an actual claim is warranted. No claim will be paid for normal wear and tear. Unpaid utility bills are not an eligible claim item.

CHD will make payments to owners for approved claims. It should be noted that the tenant is ultimately responsible for any damages, unpaid rent, and vacancy loss paid to the owner and will be held responsible to repay CHD to remain eligible for the Section 8 Program.

Actual bills and receipts for repairs, materials, and labor must support claims for damages. CHD will develop a list of reasonable costs and charges for items routinely included on damage claims. This list will be used as a guide.

Owners can claim unpaid rent owned by the tenant up to the date of HAP termination.

All claims and supporting documentation under this Section must be submitted to CHD within thirty (30 calendar) days of the move-out inspection. Any reimbursement shall be applied first towards any unpaid rent. No reimbursement may be claimed for unpaid rent for the period after the family vacates.

13.2. PARTICIPANT RESPONSIBILITIES

If a damage claim or unpaid rent claim has been paid to an owner, the participant is responsible for repaying the amount to CHD. This shall be done by either paying the full amount due immediately upon CHD requesting it or through a Repayment Agreement that is approved by CHD.

If the participant is not current on any Repayment Agreements or has unpaid claims on more than one unit, the participant shall be terminated from the program. The participant retains the right to request an informal hearing.

14.0 RECERTIFICATION

14.1. ANNUAL REEXAMINATION

At least annually, CHD will conduct a reexamination of family income and circumstances. The results of the reexamination determine (1) the rent the family will pay, and (2) whether the family subsidy is correct based on the family unit size.

CHD will send a notification letter to the family letting them know that it is time for their annual reexamination. The letter includes forms for the family to complete and information that must be submitted for income verification. CHD will schedule interviews intermittently or for families requiring additional information. The letter tells families who may need to make alternate arrangements due to a disability that they may contact staff to request an accommodation of their needs, such as a home visit.

The family will provide all information regarding income, assets, expenses, and other information necessary to determine the family's share of rent. The family will sign the HUD consent form and other consent forms that later will be mailed to the sources that will verify the family circumstances.

Upon receipt of verification, CHD will determine the family's annual income and will calculate their family share.

14.1.1. EFFECTIVE DATE OF RENT CHANGES FOR ANNUAL REEXAMINATIONS

The new family share will generally be effective upon the anniversary date with 30 calendar days notice of any rent increase to the family.

If the rent determination is delayed due to a reason beyond the control of the family, then any rent increase will be effective the first of the month after the month in which the family receives a 30 calendar day notice of the amount. If the new rent is a reduction and the delay is beyond the control of the family, the reduction will be effective as scheduled on the anniversary date.

If the family caused the delay, then any increase will be effective on the anniversary date. Any reduction will be effective the first of the month after the rent amount is determined.

After calculation of the rent amount, if the HAP amount has been reduced to zero (\$0) due to increased income, a notice shall be sent to the family that if the HAP amount remains at \$0 during the next 180 days, the contract and assistance will be terminated.

14.1.2. MISSED APPOINTMENTS

If the family fails to respond to the letter and fails to attend the interview, a second letter will be mailed. The second letter will advise of a new time and date for the

interview, allowing for the same considerations for rescheduling and accommodation as above. The letter will also advise that failure by the family to attend the second scheduled interview will result in CHD taking action to terminate the family's assistance. If there is no response to the second letter, a termination notice will be issued to both the family and the owner. The termination notice will inform the family of its right to request an informal hearing.

14.2. INTERIM REEXAMINATIONS

Families are required to report all family composition and income changes between regular reexaminations, within 10 days of the change. These changes may trigger an interim reexamination. During an interim reexamination, only the information affected by the changes being reported will be reviewed and verified.

CHD reserves the right to perform an interim reexamination for the following changes:

- Household income increases.

- Household income decreases. Decreases in income of a short-term nature of one month or less will not be considered for interim change. More than three income decreases in a six month period will be cause to review for annualization of income based on previous income. As income is annualized, short term decreases may not cause a decrease in the tenant portion of the rent.

- Family composition changes

CHD reserves the right to modify this policy at any time based on program need.

Complete verification of the change in circumstances will be documented. Failure to report these changes may result in a retroactive rent charge or eviction action against the tenant.

Before any person will be allowed to move in with the assisted family, the PHA must be notified and the person to be added must meet all screening requirements.

In order to add a household member other than through birth or adoption (including a live-in aide) the family must request that the new member be added.

Before adding the new member, 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. The new family member will go through the screening process similar to the process for applicants. CHD will determine the eligibility of the individual before allowing them to be added.

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 they are found to be eligible and do pass the screening criteria, CHD will grant approval to add their name. At the same time, the family's annual income will be recalculated taking into account the income and circumstances of the new family member.

- A. Family Composition Changes: All changes must be reported to CHD. Additions to the family other than birth of a child must have prior written approval of the owner and CHD.

A request to add a person to a household may be approved if the change does not cause an increase to the size of the unit, or if it is a reasonable accommodation. CHD reserves the right to review each case to determine the merits of each request.

Additions to the family will be denied to:

1. Persons who have been evicted from public housing or Section 8.
2. Persons who have previously violated a family obligation as listed in 24 CFR 982.551 of the HUD regulations.
3. Persons who commit drug-related criminal activity or violent criminal activity.
4. Persons who commit fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.
5. Persons who currently owe rent or other amounts to CHD or to another housing authority or landlord under any rental assistance program

14.3. EFFECTIVE DATE OF RENT CHANGES DUE TO INTERIM RECERTIFICATION:

1. Rent Decreases: If a change in family circumstances or income results in a rent decrease, the adjustment in rent will be effective the first day of the month following the date of reported change.
 - a. The decrease will be granted pending verification, if not of short term duration (one month or less). As income is annualized, short term decreases may not cause a decrease in the tenant portion of the rent.
2. Rent Increase: If a change in family circumstances or income results in a rent increase, the adjustment in rent will be made effective the first day of the second month following that in which the change in family circumstances or income occurred.
3. Notification of Change: Resident and owner will be notified as to any changes in the Housing Assistance Payment or tenant rent.

If an error in rent is revealed at any time during the income year, proper adjustment will be made to correct the error as follows:

1. Errors Which are the Fault of Resident:
 - a. Resulting in Increase: If the error is the fault of the resident, and results in the resident owing additional rent, the increase shall be retroactive to the first day of the month following the date the

change occurred, not the date it is reported. The additional rent amount shall be repaid by the family to CHD within a reasonable period of time. Failure to repay may result in termination. See promissory note procedure.

The participant will pay back any overpaid assistance if less than \$50.00.

If the overage is more than \$50.00, the participant must sign a promissory note and comply with the promise to pay.

- b. Resulting in Decrease: If the error is the fault of the resident and it results in a decrease, the change will be made effective the first of the month following the month in which the change is reported or discovered. Retroactivity will not apply.

2. Errors Which are Not the Fault of Resident:

- a. Resulting in Increase: If the error is not the fault of the resident and it results in increased tenant rent, such rent shall be made effective the first day of the second month following the month the change was reported.
- b. Resulting in Decrease: If the error is not the fault of the resident, and corrective action results in a decreased rent, the corrected rent shall be calculated. If a refund is necessary, because of a decrease in rent, it shall be processed immediately.
- c. The refund will be for the amount of the mistake going back a maximum of 12 months. The refund shall be given to the participant as soon as practical unless the resident owes the Housing Authority money in which case the debt shall be offset to the degree possible.
- d. After calculation of the rent amount, if the HAP amount has been reduced to zero (\$0) due to increased income, a notice shall be sent to the family that is the HAP amount remains at \$0 during the next 180 days, the contract and assistance will be terminated.

14.4. SPECIAL REEXAMINATIONS

If a family's income is too unstable to project for 12 months, including families that temporarily have no income or have a temporary decrease in income, CHD may schedule special reexaminations every 60 calendar days until the income stabilizes and an annual income can be determined. CHD also reserves the right to annualize household income based on the previous 12 months of income.

14.5. ZERO INCOME REPORTING

Families reporting zero income may be required to complete a questionnaire and submit an expense statement for all family members, reflecting all funds and sources of funds coming into the household and the method of payment for utilities, telephone, incidentals, food, rent, vehicle expenses, clothing, etc. (See 24 CFR §5.609 for types of amounts, monetary or not, which are included as income.)

CHD may require a zero income family to report income sources on a monthly basis, including providing receipts for living expenses incurred.

Zero income families will be reviewed on a case-by-case basis for annualization of income based on previous year. Unless the family is unemployed due to layoff, reduction in force, or medical reason, the family's income will be annualized. Unemployed benefits count as income and do not place the family in a zero income category. The family must supply proof of filing for unemployment benefits, as during an economic crisis, it can be 4-6 months before benefits are received.

Failure to report income or to supply the requested information such as receipts, may be cause for termination of assistance for refusal to comply (See Section 2.3).

14.6. UNREPORTED INCOME

Families must report all changes to household income within 10 days of the change. If increases to the household income are not reported within 10 days of the change during the year, and at the annual recertification verification shows unreported income, the tenant rent portion will be calculated based on the household income from the date of the unreported increase.

In order to continue receiving assistance, the family must sign a promissory note to agree to repay Glendale Housing for the overpayment. Failure to repay will be cause for termination of assistance.

15.0 TERMINATION OF ASSISTANCE TO THE FAMILY BY CHD (982.552, 982.553)

15.1. TERMINATION

CHD may at any time terminate program assistance for a participant, because of any of actions or inaction by the household:

- A. If the family violates any family obligations under the program. (See 24 CFR §982, Family Recertification Packet, Administrative Plan for Section 2.3, 24 CFR §982.551)
- B. If a family member fails to sign and submit consent forms.

- C. If a family fails to establish citizenship or eligible immigrant status and is not eligible for or does not elect continuation of assistance, pro-ration of assistance, or temporary deferral of assistance. If CHD 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 Section 8 unit, the family's assistance will be terminated. Such family will not be eligible to be readmitted to Section 8 for a period of 24 months from the date of termination.
- D. If any member of the family has ever been evicted from public housing.
- E. If CHD has ever terminated assistance under the Certificate or Voucher Program for any member of the family.
- F. Any drug-related, violent criminal activity or criminal activity on the property by the leaseholder, a member of the household, or a guest, or any criminal activity on or off the property by the leaseholder or a household member.
- G. Have a household member who is currently engaging in illegal use of a drug;
- H. Have a household member who is a fugitive felon, parole violator or person 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;
- I. If any member of the family commits fraud, bribery or any other corrupt or criminal act in connection with any Federal housing program.
- J. If the family currently owes rent or other amounts to CHD or to another Housing Authority or landlord/owner/manager in connection with Section 8 or public housing assistance under the 1937 Act.
- K. If the family has not reimbursed CHD or any other Housing Authority for amounts paid to an owner under a HAP contract or directly to the landlord/owner/manager for rent, damages to the unit, or other amounts owed by the family under the lease.
- L. If the family breaches an agreement with CHD to pay any amounts owed (as referenced above), CHD may, at its discretion, offer a family the opportunity to enter an agreement to pay amounts owed. CHD may prescribe the terms of the agreement.
- M. If a family participating in the FSS program fails to comply, without good cause, with the family's FSS contract of participation.
- N. If the family has engaged in or threatened abusive or violent behavior toward CHD personnel.

- O. If any household member is subject to a lifetime registration requirement under a State sex offender registration program.
- P. If a household member's illegal use (or pattern of illegal use) of a controlled substance, or whose abuse (or pattern of abuse) of alcohol, is determined by CHD to interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.
- Q. Have a household member who has ever been convicted of drug-related criminal activity for the manufacture or production of methamphetamine on the premises of federally assisted housing;
- R. For purposes of this section, CHD may terminate assistance for criminal activity by a household member as authorized in this section if CHD determines, 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 (§982.553 (c)).
 - 1. If CHD proposes to terminate assistance for criminal activity as shown by a criminal record, CHD will notify the household of the proposed action to be based on the information and must 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 procedure. The household will have ten (10) calendar days to dispute the accuracy and relevance of the record in writing.
- S. In circumstances of a family break-up, CHD will make a determination of which family member will retain the housing choice voucher, taking into consideration the following factors:
 - 1. To whom the housing choice voucher was issued.
 - 2. The interest of minor children or of ill, elderly, or disabled family members.
 - 3. Whether the assistance should remain with the family members remaining in the unit.
 - 4. Whether family members were forced to leave the unit as a result of actual or threatened physical violence by a spouse or other member(s) of the household.

If a court determines the disposition of property between members of the assisted family in a divorce or separation under a settlement of judicial decree, CHD will be bound by the court's determination of which family members continue to receive assistance in the program.

- T. Any family absent from the assisted unit for more than 45 consecutive calendar days must be terminated from the program.
- U. If the family fails to maintain employment, job training, or student status as required in Section 11.5.
- V. If the family is evicted for serious violation of their lease.
- W. If any family member is in serious violation of the lease.
- X. If the family allows a non-assisted person or a person not on the lease to use their address as a mailing address.

15.2. VIOLENCE AGAINST WOMEN ACT (VAWA)

Domestic Violence, Dating Violence or Stalking

An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as a serious or repeated violation of the lease by the victim or threatened victim of that violence, and shall not be good cause for terminating the assistance, tenancy, or occupancy rights of the victim of such violence, if the victim is the participant or a member of the participant's household.

Upon notification to CHD of the incident, CHD will require the victim to complete form HUD 50066, *Certification of Domestic Violence, Dating Violence, or Stalking*, a certification of the incident, and return it to CHD within 14 business days. Failure to do so removes the protections given through VAWA. CHD requires a victim to file a police report and must also provide a copy of the police report. CHD may honor court orders regarding the rights of access or control of the property, including EPO's (order of protection), DVO's (domestic violence order), and other orders issued to protect the victim and to address the distribution or possession or property among household members where the family "breaks up."

CHD may terminate the assistance to remove a lawful occupant or tenant who engages in criminal acts or threatened acts of violence or stalking to family members or others without terminating the assistance or evicting victimized lawful occupants. CHD will trespass the perpetrator from the public housing rental communities.

Also, the owner or property manager may evict a lawful occupant or tenant 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 also true even if the household member is not a signatory to the lease. Under VAWA, both CHD and the owner or property manager are granted the authority to bifurcate the lease.

Consideration will be given if the perpetrator attends counseling or rehabilitation services and provides proof of attendance. Review will be on a case-by-case basis to determine if counseling or rehabilitation is sufficient reason to continue to assist the person. Any repeated act of actual or threatened domestic violence, dating

violence, or stalking after consideration of counseling or rehabilitation will be cause for immediate termination of the perpetrator with no further consideration.

If after submitting a claim for protection under VAWA the victim allows the perpetrator back into the household/unit and CHD has not agreed to reinstate the person for assistance, assistance may be terminated for the family.

If in the case where the perpetrator is the only legal citizen in the household and is removed due to domestic violence, CHD must terminate assistance to the remaining non-citizen family.

There is no limitation on the ability of CHD to terminate assistance for other good cause unrelated to the incident or incidents of domestic violence, dating violence or stalking, other than the victim may not be subject to a "more demanding standard" than non-victims.

There is no prohibition on CHD terminating assistance if it "can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if that tenant's (victim's) assistance is not terminated.

If an incident of domestic violence, dating violence, or stalking results in damage to the Section 8 unit, the landlord may or may not charge the tenant with cost to repair/replace. However, if the tenant takes the steps necessary to protect against the perpetrator (police, court, counseling, etc.), CHD will not consider this unit damage as a reason for termination of assistance. If CHD agrees not to terminate assistance based on damages associated with domestic violence, dating violence, or stalking and the victim allows the perpetrator back into the unit, CHD may terminate upon notification or at annual recertification.

VAWA provides an exception to the prohibition against a family moving under portability in violation of the lease. CHD will consider allowing a family to move under portability procedures if it is to protect a member of the family who is a victim under VAWA and the only basis for the denial is that the family is violating the lease agreement. The family must provide documentation under VAWA and CHD will verify before allowing the lease to be broken and portability move.

CHD has a preference in place for victims of VAWA.

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

CHD shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by the Housing Authority. Types of acceptable verifications are outlined below, and must be submitted within 14 business days after receipt of the Housing Authority's written request for verification.

15.3. VAWA CONFIDENTIALITY

All information provided under VAWA including the fact that an individual is a victim of domestic violence, dating violence, 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:

- A. Requested or consented to by the individual in writing;
- B. Required for used in an eviction proceeding; or
- C. Otherwise required by applicable law.

CHD shall provide its tenants notice of their rights under VAWA including their right to confidentiality and the limits thereof.

15.4. APPLICABILITY

This section addressing VAWA rights and responsibilities also applies to the Section 8 Homeownership program.

16.0 COMPLAINTS, INFORMAL REVIEWS FOR APPLICANTS, INFORMAL HEARINGS FOR PARTICIPANTS

16.1. COMPLAINTS

CHD will investigate and respond to complaints by participant families, owners, and the general public. CHD may require that complaints other than HQS violations be put in writing. Anonymous complaints are investigated whenever possible and to the extent possible.

16.2. INFORMAL REVIEW FOR THE APPLICANT (§982.554)

A. Informal Review for the Applicant

CHD will give an applicant for participation in the Section 8 Existing Program prompt notice of a decision denying assistance to the applicant. The notice will contain a brief statement of the reasons for CHD decision. The notice will state that the applicant may request an informal review within 10 business days of the denial and will describe how to obtain the informal review.

B. When an Informal Review is Not Required

CHD will not provide the applicant an opportunity for an informal review for any of the following reasons:

1. A determination of the family unit size under CHD subsidy standards.

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

C. Informal Review Process

CHD will give an applicant an opportunity for an informal review of CHD decision denying assistance to the applicant. The procedure is as follows:

1. The informal review for an applicant will be in writing only, with a written response to the request.
2. The review will be conducted by any person or persons designated by CHD other than the person who made or approved the decision under review or a subordinate of this person.
3. The applicant will be given an opportunity to present written objections to CHD decision.
4. All responses to the applicant will be in writing.

D. Considering Circumstances

In deciding whether to deny admission because of action or inaction by members of the family, CHD may 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 or termination of assistance on other family members who were not involved in the action or failure.

CHD may impose, as a condition of assistance for other family members, a requirement that family members who participated in or were culpable for the action or failure will not reside in the unit. CHD may permit the other members of a participant family to receive assistance.

If CHD seeks to deny 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 no less than five years before the date that CHD provides notice to the family of the determination to deny admission. In determining whether to deny admission for these reasons CHD 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.

E. Informal Review Procedures for Denial of Assistance on the Basis of Ineligible Immigration Status

The applicant family may request that CHD 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. This request must be made by the applicant 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 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.

16.3. INFORMAL HEARINGS FOR PARTICIPANTS

A. When a Hearing is Required

1. CHD will give a participant family an opportunity for an informal hearing to consider whether the following CHD decisions relating to the individual circumstances of a participant family are in accordance with the law, HUD regulations, and CHD policies:
 - a. A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment.
 - b. A determination of the appropriate utility allowance (if any) for tenant-paid utilities from CHD utility allowance schedule.

- c. A determination of the family unit size under CHD subsidy standards.
 - d. A determination that a Voucher Program family is residing in a unit with a larger number of bedrooms than appropriate for the family unit size under CHD subsidy standards, or CHD determination to deny the family's request for an exception from the standards.
 - e. A determination to terminate assistance for a participant family because of the family's action or failure to act.
 - f. A determination to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under CHD policy and HUD rules.
2. In cases described in paragraphs 16.3(A)(1)(d), (e), and (f), of this Section, CHD will give the opportunity for an informal hearing before CHD terminates housing assistance payments for the family under an outstanding HAP contract.

B. When a Hearing is not Required

CHD will not provide a participant family an opportunity for an informal hearing for any of the following reasons:

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

C. Notice to the Family

1. In the cases described in paragraphs 16.3(A)(1)(a), (b), and (c), of this Section, CHD will notify the family that the family may ask for an explanation of the basis of CHD's determination, and that if the family does not agree with the determination, the family may request an informal hearing on the decision.
2. In the cases described in paragraphs 16.3(A)(1)(d), (e), and (f), of this Section, CHD will give the family prompt written notice that the family may request an informal hearing. The written request must be received within 10 business days of the notification. The notice will:
 - a. Contain a brief statement of the reasons for the decision; and
 - b. State if the family does not agree with the decision, the family may request an informal hearing on the decision within 10 business days of the notification.

D. Hearing Procedures

CHD and participants will adhere to the following procedures:

1. Discovery
 - a. The family will be given the opportunity to examine before the hearing any CHD documents that are directly relevant to the hearing. The family will be allowed to copy any such document at the family's expense. If CHD does not make the document(s) available for examination on request of the family, CHD may not rely on the document at the hearing.
 - b. CHD will be given the opportunity to examine, at CHD's offices before the hearing, any family documents that are directly relevant to the hearing. CHD will be allowed to copy any such document at CHD's expense. If the family does not make the document(s) available for examination on request of CHD, the family may not rely on the document at the hearing.

Note: Rules, regulations, and policies will be relied upon during a hearing and are not considered part of the file documentation.

2. Representation of the Family

At its own expense, a lawyer or other representative may represent the family.

3. Hearing Officer

- a. The hearing will be conducted by any person or persons designated by CHD, other than a person who made or approved the decision under review or a subordinate of this person.
- b. The person who conducts the hearing will regulate the conduct of the hearing in accordance with CHD hearing procedures.

4. Evidence

CHD and the family must 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.

5. Issuance of Decision

The person who conducts the hearing must issue a written decision within 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.

6. Effect of the Decision

CHD is not bound by a hearing decision:

- a. Concerning a matter for which CHD 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 CHD hearing procedures.
- b. Contrary to HUD regulations or requirements, or otherwise contrary to Federal, State, or local law.
- c. If CHD determines that it is not bound by a hearing decision, CHD will notify the family within 14 calendar days of the determination, and of the reasons for the determination.

E. Considering Circumstances

In deciding whether to terminate assistance because of action or inaction by members of the family, CHD may 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 or termination of assistance on other family members who were not involved in the action or failure.

CHD may impose, as a condition of continued assistance for other family members, a requirement that family members who participated in or were

culpable for the action or failure will not reside in the unit. CHD may permit the other members of a participant family to continue receiving assistance.

If CHD 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 CHD provides notice to the family of CHD determination to deny or terminate assistance. In determining whether to terminate assistance for these reasons CHD 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.

F. Informal Hearing Procedures for Denial of Assistance on the Basis of Ineligible Immigration Status

The participant family may request that CHD 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 the 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.

G. When the Participant Does Not Appear

When an informal or formal hearing is scheduled and the participant has been notified of the date and time and does not attend the hearing or call to notify CHD of a problem, the decision will default on behalf of CHD.

If the participant provides proof of an emergency that precluded attendance at the hearing, at the discretion of CHD, the hearing may be rescheduled.

G. Rescheduling of informal hearing.

CHD will reschedule an informal hearing one time with reasonable cause. If the second scheduled hearing is not attended, the denial or termination will stand and the appeal period will expire.

H. 30-Day Notice after Hearing Officer's Decision Rendered

CHD will mail the Hearing Officer's decision by first class mail and also by certified mail. Along with the decision will be a 30-day termination letter, if the Hearing Officer upholds the termination of assistance. The 30 days will commence as of the date the decision is mailed.

17.0 TERMINATION OF THE LEASE AND 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 tenant, 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 CHD. Under some circumstances, the contract automatically terminates.

A. Termination of the lease

1. By the family

The family may terminate the lease without cause upon proper notice to the owner and to CHD after the first year of the lease. The length of the notice that is required is stated in the lease (generally 30 calendar days).

2. By the owner

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

- i. Serious or repeated violations of the terms or conditions of the lease;
- ii. Violation of Federal, State, or local law that impose obligations on the tenant in connection with the occupancy or use of the unit and its premises;
- iii. 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 residing in the immediate vicinity of the premises;

- iv. Any drug-related criminal activity on or near the premises;
- v. Other good cause. Other good cause may include, but is not limited to:
 - (1) Failure by the family to accept the offer of a new lease;
 - (2) Family history of disturbances of neighbors or destruction of property, or living or housekeeping habits resulting in damage to the property or unit;
 - (3) 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;
 - (4) A business or economic reason such as sale of the property, renovation of the unit, desire to rent at a higher rental amount.

- b. During the first year, the owner may not terminate tenancy for other good cause unless the reason is something the household did or failed to do.
- c. The owner may only evict the tenant by instituting court action. The owner must give CHD a copy of any owner eviction notice to the tenant at the same time that the owner gives the notice to the tenant.
- d. 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.

3. Termination of the Lease by mutual agreement

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

B. Termination of the Contract

1. Automatic termination of the Contract

- a. If CHD terminates assistance to the family, the contract terminates automatically.
- b. If the family moves out of the unit (including abandonment), the contract terminates automatically.

- c. The contract terminates automatically 180 calendar days after the last housing assistance payment to the owner.

2. Termination of the contract by the owner

The owner may only terminate tenancy in accordance with lease and State and local law.

3. Termination of the HAP contract by CHD

CHD may terminate the HAP contract because:

- a. CHD has terminated assistance to the family.
- b. The unit does not meet HQS space standards because of an increase in family size or change in family composition.
- c. The unit is larger than appropriate for the family size or composition under the regular Voucher Program.
- d. When the family breaks up and CHD determines that the family members who move from the unit will continue to receive the assistance.
- e. CHD determines that there is insufficient funding in their contract with HUD to support continued assistance for families in the program (§982.454). See Section 17.1.
- f. The owner has breached the contract in any of the following ways:
 - i. If the owner has violated any obligation under the HAP contract for the dwelling unit, including the owner's obligation to maintain the unit in accordance with the HQS.
 - ii. If the owner has violated any obligation under any other housing assistance payments contract under Section 8 of the 1937.
 - iii. If the owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program.
 - iv. For projects with mortgages insured by HUD or loans made by HUD, if the owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement;

- v. If the owner has engaged in drug trafficking.
4. 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, CHD will continue to make payments until the owner obtains a judgment or the family moves out.

17.1 TERMINATION OF CONTRACTS DUE TO INSUFFICIENT FUNDING (§982.454)

The absolutely last step CHD will take to resolve its Housing Choice Voucher financial problems will be to terminate the vouchers of families already receiving assistance after notifying the HUD Field Office and its Financial Analyst at the Financial Management Center. If this becomes necessary, the following sequence shall be used to determine which individual Housing Choice Vouchers are terminated first.

The regulation at 24 CFR 982.454 provides that CHD may terminate HAP contracts, in accordance with HUD requirements, if it is determined that funding under the CACC is insufficient to support continued assistance for families in the program.

In determining if funding is insufficient, CHD will take into consideration its available budget authority (which includes unspent prior year HAP funds in the PHA's NRA account).

CHD will ensure that it has carefully considered all cost-savings measures and the impact such terminations will likely have on program applicants and participants. In addition, CHD will consider alternative sources of unrestricted non-Federal funding that may be available to prevent the termination of rental assistance, to the extent that such use will not impede operations by the use of other sources, such as administrative fees earned.

CHD will notify the HUD field office and its financial analyst at the Financial Management Center (FMC) prior to termination actions due to insufficient funding (PIH 2009-44).

If this becomes necessary, the following sequence shall be used to determine which individual Housing Choice Vouchers are terminated first.

This action is not subject to informal hearing procedures.

A. Contract Termination Process:

1. CHD will consider voucher holders that are up for next annual recertification, that have not yet received their recertification packet, but are next to be mailed out.

2. Disabled families will be exempt. Definition of Disabled (24 CFR §5.403). A disabled family means a family whose head, spouse, or sole member is a person with disabilities.
3. Elderly families will be exempt. Definition of Elderly (24 CFR §5.403). Elderly family means a family whose head, spouse, or sole member is a person who is at least 62 years of age.
4. Within the group of next annual recertifications, families that have been on the program the longest will be chosen for termination, if:
 - a. The family does not meet local preferences (currently working (CHD defines this as working at least 20 hours per week and the last 6 months of consecutive employment), Glendale residency (portable outgoing families), disabled, elderly, domestic violence victim, disabled homemaker, etc. (See Section 10.1 A, Conventional Public Housing Continued Admissions and Occupancy Policy and Section 5.2, Section 8 Administrative Plan for additional Preferences information.)
 - A. Families will be given at least a 60 day notice of termination of assistance, ending at their lease/HAPC end renewal date.

B. Reinstatement Process:

1. If it becomes necessary for CHD to terminate Housing Choice Vouchers, the families with canceled contracts shall be reinstated onto the program as soon as fiscally and practically feasible. The following reinstatement sequence shall be utilized:
 - a. Families terminated will be placed back on the waiting list according to date and time of original application and local preferences. This will allow them to be assisted before any new family, provided they continue to meet local preferences.
 - b. At time of contract termination, the families will be sent a "Continued Interest" form to complete (same as purge process). Upon receipt of the completed form, CHD will place them back on the waiting list based on original application date and preferences claimed on the new form. CHD will utilize the same process in place for new applicants.
 1. If the family does not complete and return the form within the allotted timeframe, they will be dropped and will have to reapply.
2. This process is not subject to the informal hearing procedures.

18.0 CHARGES AGAINST THE SECTION 8 ADMINISTRATIVE FEE RESERVE

Occasionally, it is necessary for CHD to spend money of its Section 8 Administrative Fee Reserve to meet unseen or extraordinary expenditures or for its other housing related purposes consistent with federal and State law.

CHD Board of Commissioners authorizes the Executive Director to expend without prior Board approval up to **\$25,000** for authorized expenditures.

Any item(s) exceeding **\$25,000** will require prior Board of Commissioner approval before any charge is made against the Section 8 Administrative Fee Reserve.

19.0 INTELLECTUAL PROPERTY RIGHTS

No program receipts may be used to indemnify contractors or subcontractors of CHD against costs associated with any judgment of infringement of intellectual property rights.

20.0 MONITORING PROGRAM PERFORMANCE

A strong emphasis is placed on staff communication in monthly staff meetings. Problems and potential problems are investigated, discussed and handled using team effort. CHD management policy is formulated accordingly.

Internal policies and procedures, as required for the implementation of the Administrative Plan, shall be developed as necessary.

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

- Selection from the Waiting List
- Reasonable Rent
- Determination of Adjusted Income
- Utility Allowance Schedule
- HQS Quality Control Inspections
- HQS Enforcement
- Expanding Housing Opportunities
- FMR/exception Rent & Payment Standards

- Annual Re-examinations
- Correct Tenant Rent Calculations
- Pre-Contract HQS Inspections
- Annual HQS Inspections
- Lease-up
- Family Self-Sufficiency Enrollment
- Percent of FSS Participants with Escrow Account Balances
- Funding assigned according to ACC contract stipulations.

In order to demonstrate compliance with HUD and other pertinent regulations, CHD will maintain records, reports and other documentation for a time that is in accordance with HUD requirements and in a manner that will allow an auditor, housing professional or other interested party to follow, monitor and assess CHD's operational procedures. Monitoring for SEMAP purposes will be based on the size of the quality control sample required for the size of this housing authority as stated in 24 CFR §985.2. Records and reports will be maintained for the purpose of:

- A. Demonstrating that the HUD required percentage of families were selected from the waiting list in accordance with the policies and met the correct selection criteria.
- B. Determining that the HUD required percentage of randomly selected tenant files indicate that CHD approved reasonable rents at the time of initial lease-up and before any increase in rent.
- C. Monitoring CHD practices for obtaining income information, proper calculation of allowances and deductions, and utility allowances used to determine adjusted income for families.
- D. Demonstrating that for the HUD required percentage of families, CHD obtained third party verification on reported family annual income, assets totaling over \$5,000, expenses related to deductions, and other factors that affect the determination of adjusted income.
- E. For the same sampling as item D., CHD used the verified information in determining adjusted income, and/or documents the file to show why third party verification was not available.
- F. Demonstrating that CHD has annually analyzed utility rates locally to determine if there has been a change of 10% or more since the last time the utility schedule was revised.
- G. Determining that during the fiscal year CHD performs supervisory HQS quality control inspections for the HUD required sampling of all units under contract.

- H. Determining that a review of selected files indicate that for the HUD required percentage of failed inspections, CHD ensures timely correction of HQS deficiencies or abates CHD's or takes action to enforce family obligations.
- I. Demonstrating that CHD provides families and owners information that actively promotes the deconcentration of assisted families in low-income neighborhoods.
- J. Demonstrating that for the HUD required percentage of units newly leased have an initial gross rent which does not exceed the FMR, aside from OFTO tenancies and Voucher payment standards are not less than 80% of the current FMR/exception rent limit unless otherwise approved by HUD.
- K. Demonstrating that the HUD required percentage of reexams are processed on time.
- L. Demonstrating that not more than the HUD stated percentage of all tenant files have rent calculation discrepancies.
- M. Demonstrating that not less than the HUD required percentage of newly leased units passed HQS inspections before CHD contract date.
- N. Demonstrating that CHD performs annual HQS inspections on time for not less than the HUD required percentage of all units under contract.
- O. Demonstrating that CHD leases not less than the HUD required percentage of budgeted units during the fiscal year.
- P. Determining that CHD has filled FSS slots in relation to escrow families to satisfy SEMAP and receive rating points.
- Q. Demonstrating that CHD has a level of FSS escrow families in relation to filled slots to satisfy SEMAP and receive rating points.
- R. In addition to the SEMAP factors, to ensure quality control, supervisory staff will audit the following functions: reexaminations, new applications, and any damage claims processed.

Changes in approach are initiated on an as-needed basis, subject to program regulations and funding limitations.

21.0 RESERVED

22.0 CONDUCTING BUSINESS IN ACCORDANCE WITH CORE VALUES AND ETHICAL STANDARDS

22.1 PURPOSE

CHD continues to work to assure the highest level of public service. Recognizing that compliance with any ethical standard(s) rests primarily on personal integrity and specifically in this situation with the integrity of the employees and management of CHD, the divisional procedures are designed to address those acts or omissions that could be deemed injurious to the general mission of CHD.

They are not intended, nor should they be construed, as an attempt to unreasonably intrude upon the individual's right to privacy and the right to participate freely in a democratic society and economy.

CHD maintains policy and procedural documents for the purpose of managing business conduct and ethical standards for employees of CHD and those doing business with CHD. Some of these documents are:

Employees with Relatives Doing Business with the Community Housing Division. This policy contains a Conflict of Interest statement and a Disclosure Statement.

Fraud Prevention and Awareness

In addition to written policies, CHD, as a division of the City of Glendale municipal government, is mandated to send all employees to City sponsored Ethics training.

22.2 CONFLICT OF INTEREST

In accordance with 24 CFR 982.161, neither CHD 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 CHD or for one year thereafter:

- A. Any present or former member or officer of CHD (except a participant commissioner);
- B. Any employee of CHD or any contractor, subcontractor or agent of CHD who formulates policy or who influences decisions with respect to the programs;
- C. Any public official, member of a governing body, or State or local legislator who exercises functions or responsibilities with respect to CHD's programs; or
- D. Any member of the Congress of the United States.

Any member of the classes described in A, B, C, or D, must disclose their interest or prospective interest to CHD and HUD.

The Conflict of Interest prohibition under this section (24.2) may be waived by the HUD Field Office upon the request of CHD for good cause.

22.3 PROHIBITION OF SOLICITATION OR ACCEPTANCE OF GIFTS

No CHD employee shall solicit any gift or consideration of any kind, nor shall any CHD employee accept or receive a gift from any person who has an interest in any matter proposed or pending before CHD.

22.4 CHD ADMINISTRATIVE AND DISCIPLINARY REMEDIES FOR VIOLATION OF THIS CODE OF CONDUCT

Violations of this Code of Conduct Policy will result in disciplinary action as outlined in CHD Policy or the City of Glendale Human Resources Policies.

23.0 SUPPORT FOR OUR ARMED FORCES

A major and important component of our armed forces are the part-time military personnel that serve in various Reserve and National Guard units. CHD is very supportive of these men and women. An unfortunate fact of service in both the Reserves and National Guard is that from time to time their personnel are activated to full-time status and asked to serve our country in a variety of ways and circumstances. Whenever the Federal Government activates Reserve and/or National Guard personnel, CHD wants to support them in the following manner:

- A. 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. The presence of the temporary guardian will need to be approved by the landlord.
- B. Although typically a criminal background check is required before anyone can participate in the housing choice voucher program, this requirement will be waived for a temporary guardian. Instead, the background check will occur after the person moves into the assisted unit. If the results of the check indicate that the person is ineligible for the program, the family shall be given a reasonable time to find a replacement temporary guardian.
- C. Recognizing that activation in the Reserves or National Guard can be very disruptive to a family's income, CHD will expeditiously re-evaluate a resident's portion of the rent if requested to do so.
- D. A unit cannot be held by a family that is not residing in it as their primary residence for more than 180 consecutive days because of a specific federal

regulation. If all members of a military family are temporarily absent from the unit because a member of the family has been called to active duty, 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. If the service extends beyond 180 calendar days, CHD will seek a waiver of the 180-day limit from HUD.

24.0 HOMEOWNERSHIP PROGRAM

CHD supports the optional Section 8 Homeownership program and has written a separate policy document that controls this section. Please see the Community Housing Division Section 8 Homeownership Program policy for guidance.

25.0 FRAUD

CHD 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 CHD. It results in the inappropriate expenditure of public funds and/or a violation of Section 8 requirements.

Although there are numerous different types of fraud that may be committed, the two most common are the failure to fully report all sources of income and the failure to accurately report who is residing in the residence. CHD shall aggressively attempt to prevent all cases of fraud.

When a fraudulent action is discovered, CHD shall take action. It shall do one or more of the following things depending on circumstances and what it determines appropriate:

- A. Require the resident to immediately repay the amount in question;
- B. Require the resident to enter into a satisfactory repayment agreement;
- C. Terminate the resident's rental assistance;
- D. Refer the case for criminal prosecution; or
- E. Take such other action deemed appropriate by CHD.

26.0 QUALITY CONTROL OF SECTION 8 PROGRAM

In order to maintain the appropriate quality standards for the Section 8 program, CHD will regularly review files and records to determine if the work documented in the files or records conforms to program requirements. This shall be accomplished

by a peer review, management review, or an outside source that has the necessary HUD program knowledge, as long as it is done by another qualified person other than the one originally responsible for the work or someone subordinate to that person. The number of files and/or records checked shall be at least equal to the number specified in the Section 8 Management Assessment Program (SEMAP) for our size housing authority.

Among the areas that shall have quality control reviews are the following:

- A. The proper people were selected from the waiting list and applicants met the selection criteria.
- B. The determination of rent reasonableness.
- C. Participants are paying the appropriate rent and their income and expenses were properly verified both upon admission and re-certification.
- D. Proper utility allowances are paid.
- E. HQS inspections were conducted thoroughly and timely, and documented in the file.
- F. HQS deficiencies were properly monitored and appropriate repairs were made in a timely manner, and if not, CHD took the proper actions in a timely manner.
- G. File determinations and actions are documented in narrative format Notations to File

If significant errors are found during a quality control review, then appropriate training shall be immediately conducted for the person or persons who made the errors and that person shall correct all of his or her errors. All staff responsible for case file work will be involved in a review of the area of concern to ensure consistency in actions.

27.0 COST SAVING POSSIBILITIES PIH 2009-44

Unfortunately, in recent years the management of the Housing Choice Voucher Program has become more difficult. As Congress and HUD change the way they fund the program, more and more challenges face program administration.

There are no simple solutions to the challenges, and necessary actions will vary depending on circumstances that are often beyond the control of CHD. Therefore, CHD hereby establishes in its Administrative Plan the following options that will be considered, depending on the particular circumstances at the time. They are not listed in any particular order.

There shall be one basic principle that will guide CHD in implementing any or all of these options – what must CHD do to assist the maximum number of eligible people in a quality Housing Choice Voucher Program while maintaining the fiscal integrity of the program. CHD shall take all action necessary to protect elderly and disabled families from significant impact. Any actions taken by CHD will be non-discriminatory and will comply with all Fair Housing Laws.

The options are as follows:

B. Payment Standards. §982.505(c)(3); 982.505(c) (5); 982.503(d)

Reduce the payment standard in accordance with federal regulations, which allow for reduction to 90% without HUD approval.

If payment standards are reduced, the lower payment standard shall go into effect immediately for new admissions, participants moving from one unit to another, and people staying in place with changes in lease terms (All of these actions will require a new HAP contract). See Section 11.4.2 for additional information as to when a new HAPC is necessary.

As the delayed applicability of a lower payment standard is a regulatory, not statutory, requirement, CHD may request HUD to waive this requirement due to financial difficulties due to funding changes so that even those participants staying in place without a new lease shall have their payment standard decreased immediately instead of the normal second regular reexamination after the lowering of the payment standard.

CHD may also request HUD to approve payment standards below 90 percent of the Fair Market Rent.

CHD may request HUD to waive the requirement that the family share for more than 40 percent of voucher participants exceeds 30 percent of monthly adjusted income.

C. Utility Allowances.

CHD may review utility allowances more frequently than annually to determine if they are too high. The new utility allowance schedule may be placed into after a thirty day notice or at a participant's next reexamination depending on the financial circumstances of CHD.

Utility allowances are to be adjusted annually or sooner if there is a utility rate increase of 10% or more. If circumstances warrant, CHD reserves the right to seek a HUD waiver of this regulatory requirement.

D. Portability and Moves Within the City of Glendale.

CHD may opt to deny portability moves, and moves within Glendale, if there is not sufficient funds under the calendar year budget to subsidize families

that move to a higher cost area or unit, or to a jurisdiction with more generous subsidy standards which would result in a higher subsidy, and if the receiving PHA does not absorb. This can only occur if the portability action would cause CHD to be unable to avoid terminating the vouchers of current voucher participants during the affected calendar year. If a family is denied its portability request, no subsequent families will be admitted to the program until CHD has determined that sufficient funding exists to approve the move and has notified the family that the family may now exercise its move to the higher cost area. If the receiving PHA agrees to absorb, there is no reason to deny a move.

E. Rent Reasonableness.

CHD may review owners' rents for reasonableness at any time. This may be performed on all of the units in the program, a sample of the units in the program, or specifically targeted units that CHD believes may not be meeting the required rent reasonableness test. CHD reserves the right to request owners to delay a request for a rent increase or to lower the rent charged.

Any owner leasing promotions for unassisted tenants (e.g., the initial two months of occupancy are "rent free") must be taken into consideration in determining rent reasonableness.

In accordance with the HAP contract, CHD must provide written notice to owners before reducing unreasonable rents. Rents may be reduced as early as the first of the following month. If the rent to owner is not reasonable as most recently determined by CHD, the owner must reduce the rent to the reasonable amount or the HAP contract must be terminated. In such cases, the family will be issued a voucher to find a new unit. (Movers, like new participants, are subject to a PHA's current payment and occupancy standards.)

F. Voucher Issuance.

CHD may stop issuing turnover vouchers or may pull back outstanding vouchers for applicants searching for housing (that have not yet resulted in an executed HAP contract).

F. Subsidy Standards.

CHD may review its subsidy standards.

G. Interim Reexaminations.

Currently CHD requires all families to report changes in income and household composition within 10 days of the change. CHD may perform an interim reexamination for all changes, increases as well as decreases that will lower the HAP portion of the rent payment.

H. Termination of Assistance Due to Insufficient Funding. §982.454

The absolutely last step CHD will take to resolve its Housing Choice Voucher financial problems will be to terminate the vouchers of families already receiving assistance after notifying the HUD Field Office and its Financial Analyst at the Financial Management Center. (See Section 17.1 for additional information.)

28.0 GLOSSARY

1937 Housing Act: The United States Housing Act of 1937 [42 U.S.C. 1437 et seq.)

Absorption: In portability, the point at which a receiving CHD stops billing the initial CHD 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 tenant rent is based.

Administrative Fee: Fee paid by HUD to CHD for the administration of the program.

Administrative Plan: The plan that describes CHD 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.

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, medical expenses for elderly families or disabled families, disability expenses, and child care expenses for children under age 13. Other allowance can be given at the discretion of CHD. See Medical Expenses.

Amortization Payment: In a manufactured home space rental: The monthly debt service payment by the family to amortize the purchase price of the manufactured home.

Annual Contributions Contract (ACC): The written contract between HUD and a CHD under which HUD agrees to provide funding for a program under the 1937 Act, and CHD agrees to comply with HUD requirements for the program.

Annual Income: All amounts, monetary or not, that:

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

- d. Annual Income also includes amounts derived (during the 12-month period) from assets to which any member of the family has access.

Applicant (applicant family): A family that has applied for admission to a program but is not yet a participant in the program.

Area of Operation: The recognized City limits of the City of Glendale which shall not conflict with any other area of jurisdiction.

Assets: See net family assets.

Asset Income: Income received from assets held by household members. If assets total more than \$5,000, income from the assets is "imputed" and the greater of actual asset income and imputed asset income is counted in annual 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 CHD.

Bifurcate: with respect to a public housing or Section 8 lease, it means to divide a lease as a matter of law such that certain tenants can be evicted or removed while the remaining family members' lease and occupancy rights are allowed to remain intact. (See VAWA)

Certificate: A document issued by CHD to a family selected for admission to the Certificate Program. The certificate describes the program and the procedures for CHD approval of a unit selected by the family. The certificate also states the obligations of the family under the program.

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.

Child Care Expenses: Amounts anticipated to be paid by the family for the care of children under age 13, 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 child-care necessary to permit employment, the amount deducted shall not exceed the amount of income included in annual income from the enabled family member.

*** Reasonable full time childcare is defined to be no more than the amount published by the Arizona Department of Economic Security (DES) as the average

median cost as determined by the DES market rate survey for Maricopa County (See <http://arizonachildcare.org/acccost.html> for recent costs).

Citizen: A citizen or national of the United States.

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 HQS for congregate housing.

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, and other information sources, 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.

Contiguous MSA: In portability, an MSA (Metropolitan Statistical Area) with the MSA in which the jurisdiction of the initial CHD is located.

Continuously Assisted: An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the Voucher Program. The family must be currently on a program in order to be considered for continuous assistance. If a family is not receiving assistance for any length of time, it is not longer considered continuously assisted.

Cooperative: Housing owned by a non-profit corporation or association, and where a member of the corporation or association has the right to reside in a particular apartment, and to participate in management of the housing.

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.

Currently Working: A family must be currently working when pulled for initial eligibility, or show proof of being hired to work in Glendale.

Dating Violence: [as defined in Section 40002 (a) (8) of VAWA 1994]: means violence committed by a person—

- a. Who is or has been in a social relationship of a romantic or intimate nature with the victim; and

- b. Where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - i. The length of the relationship.
 - ii. The type of relationship.
 - iii. The frequency of interaction between the persons involved in the relationship.

Decent, Safe, and Sanitary: Housing is decent, safe, and sanitary if it satisfies the applicable housing quality standards.

Department: The Department of Housing and Urban Development.

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 (full-time student can be an adult, but not the head or household or spouse).

Delay (In the Provision of Assistance to Non-Citizens): Assistance to an applicant may be delayed until after the conclusion of the INS appeal process, but not denied until after the conclusion of CHD informal hearing process.

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.

The deduction is equal to the amount by which the cost exceeds 3% of the family's annual income. The deduction may not exceed the earned income received by the family member who is enabled to work as a result of this expense.

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.") For purposes of qualifying for low-income housing, any family member who is disabled will qualify the family under this category.

Disabled Person: See "person with disabilities."

Disaster Voucher Program: Section 8 Voucher assistance program for families displaced by Hurricanes Katrina and Rita. Program is for 18 months or the end of funding, whichever comes first.

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. For purposes of qualifying for low-income housing, any family member who is disabled will qualify the family under this category.

Displaced Homemaker: someone who has been providing unpaid services to family members in the home and who has been dependent on the income of another family member but is no longer supported by that income; and is unemployed or underemployed, and is experiencing difficulty in obtaining or upgrading employment. The person has spent at least five years as an unpaid homemaker. Circumstances leading a homemaker to be displaced include death, divorce, separation, or abandonment.

Displaced Person: 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.

Domestic Violence: [as defined in Section 40002 (a) (6) of VAWA 1994]: – includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabiting with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

Domicile: The legal residence of the household head or spouse as determined in accordance with State and local law.

Drug Related Criminal Activity: Illegal use or personal use of a controlled substance, and the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use, of a controlled substance.

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.

Enterprise Income Verification System: HUD Web-based system to be used as sole-source of household income verification. In place to assist housing authorities to identify unreported income and to verify client-provided information.

Elderly Family: A family whose head, spouse, or sole member is a person who is at least 62 years of age; or two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides.

Elderly Person: A person who is at least 62 years of age.

Evidence (Credible): Credible Evidence includes, but is not limited to, evidence obtained from police and/or court records. Testimony from neighbors, when combined with other factual evidence, can be considered credible evidence. Other credible evidence includes, but is not limited to, documentation of drug raids or arrest warrants.

Evidence (Preponderance): Preponderance of Evidence is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. The intent is not to prove criminal liability, but to establish that the act(s) occurred.

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: Those families whose incomes do 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.

50058 Form: The HUD form that CHD's are required to complete for each assisted household in public housing to record information used in the certification and re-certification process, and, at the option of CHD, for interim reexaminations.

Fair Housing Act: Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.).

Fair Market Rent (FMR): The rent, including the cost of utilities (except telephone), as established by HUD for units of varying sizes (by number of bedrooms), that must be paid in the housing market area to rent privately owned, existing, decent, safe and sanitary rental housing of modest (non-luxury) nature with suitable amenities. FMRs are published periodically in the Federal Register.

Family includes but is not limited to:

- a. A family with or without children (the temporary absence of a child from the home due to placement in foster care shall not be considered in determining family composition and family size);

- b. An elderly family;
- c. A near-elderly family;
- d. A disabled family;
- e. A displaced family;
- f. The remaining member of a tenant family;
- g. A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family, or
- h. Two or more persons who are not so related but who live together in a stable relationship and share resources. (24 CFR §5.403)

Family Members: include all household members except live-in aides, foster children, and foster adults. All family members permanently reside in the unit, though they may be temporarily absent. All family members are listed on the HUD-50058.

Family Self-Sufficiency Program (FSS program): The program established by a CHD to promote self-sufficiency of assisted families, including the coordination of supportive services (42 U.S.C. 1437u).

Family Share: The portion of rent and utilities paid by the family.

Family Unit Size: The appropriate number of bedrooms for a family as determined by CHD under CHD's subsidy standards.

FMR/Exception Rent Limit: The Section 8 existing housing fair market rent published by HUD headquarters, or any exception rent. For a tenancy in the Voucher Program, CHD may adopt a payment standard up to the FMR/exception rent limit.

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).

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 CHD, 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 Quality Standards (HQS): The HUD minimum quality standards for housing assisted under the Section 8 program.

Housing Voucher: A document issued by a CHD to a family selected for admission to the Voucher Program. This document describes the program and the procedures for CHD approval of a unit selected by the family. The voucher also states the obligations of the family under the program.

Housing Voucher Holder: A family that has an unexpired housing voucher.

Immediate Family Member: a spouse, parent, brother, sister, or child of that person, or an individual to whom that person stands in place of the parents; 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 \$5,000, 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 in determining annual income.

Imputed Welfare Income: The amount of annual income not actually received by a family, as a result of a specified welfare benefit reduction, that is nonetheless included in the family's annual income for purposes of determining rent.

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

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.

Initial Billing Deadline: In portability, the date that is set by the initial PHA on PART I of HUD form 52665. The receiving PHA must provide the initial PHA an initial billing notice on or before this date. The initial billing submission must be received by the initial PHA no later than 60 days following the expiration date of the voucher issued by the initial PHA.

Initial PHA: In portability, both: (1) a PHA that originally selected a family that later decides to move out of the jurisdiction of the selecting PHA; and (2) a PHA that

absorbed a family that later decides to move out of the jurisdiction of the absorbing PHA.

Initial Payment Standard: The payment standard at the beginning of the HAP contract term.

Initial Rent to Owner: The rent to owner at the beginning of the initial lease term.

INS: The U.S. Immigration and Naturalization Service.

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.

Involuntary Displacement: An applicant is or will be involuntarily displaced if the applicant has vacated or will have to vacate the unit where the applicant lives because of one or more of the following:

- a. Displacement by disaster. An applicant's unit is uninhabitable because of a disaster such as a fire or flood.
- b. Displacement by government action. Activity carried on by an agency of the United States or by any State or local governmental body or agency in connection with code enforcement or a public improvement or development program.
- c. Displacement because of Domestic Violence, An applicant must relocate because of a domestic violence situation.

Jurisdiction: The area in which CHD has authority under State and local law to administer the program.

Lease: A written agreement between an owner and tenant for the leasing of a dwelling unit to the tenant. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP Contract between the owner and CHD.

Live-in Aide: A person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who:

- a. Is determined to be essential to the care and well-being of the persons;
- b. Is not obligated for the support of the persons; and
- c. Would not be living in the unit except to provide the necessary supportive services.

Rotating aides, occasional, intermittent, or multiple aides do not meet the definition of a live-in aide and therefore do not qualify for an extra bedroom. A live in aide must be identified and approved prior to moving into the unit with the assisted family.

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 HQS.

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.

Medical Expenses: Medical expenses (of all family members of an elderly or disabled family), including medical insurance premiums that are anticipated during the period for which annual income is computed, and that are not covered by insurance or reimbursed. Medical expenses are permitted only for a family where the head of household spouse or co-head is at least 62 years of age or disabled. If the family is eligible, medical expenses for all family members are deductions. Monthly payments made toward an accumulated medical bill are deductible expenses. The total deduction over time cannot exceed the amount of the bill.

Allowable medical expenses include the costs of diagnosis, cure, mitigation, treatment, or prevention of disease, and the costs for treatments affecting any part or function of the body. They include the costs of equipment, supplies, and diagnostic devices needed for these purposes and include, but are not limited to, prescription and non-prescription drugs, costs for doctors, therapists, medical facilities, and care for service animals. They also include dental expenses. (24 CFR §5.603(d)).

Medical care expenses must be primarily to alleviate or prevent a physical or mental defect or illness. They do not include expenses that are merely beneficial to general health, such as vitamins or a vacation; however, vitamins may qualify if deemed a necessary part of treatment.

Medical expenses include the premiums paid for insurance that covers the expenses of medical care, and the amounts paid for transportation to get medical care.

Medical expenses also include amounts paid for qualified long-term care services and limited amounts paid for any qualified long-term care insurance contract.

Minimum Rent: The minimum amount CHD must charge a family for rent as established by CHD. HUD has set the minimum rent as an amount between \$0 and \$50.

Minor: A person less than eighteen years of age. (Head of household, spouse, or an unborn child may not be counted as a minor for purposes of allowing a deduction.)

Mixed Family: A family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status.

Moderate Rehabilitation: Rehabilitation involving a minimum expenditure of \$1000 for a unit, including its prorated share of work to be accomplished on common areas or systems, to:

- a. Upgrade to decent, safe and sanitary condition to comply with the Housing Quality Standards or other standards approved by HUD, from a condition below these standards (improvements being of a modest nature and other than routine maintenance; or
- b. Repair or replace major building systems or components in danger of failure.

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:

- a. Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.
- b. 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.
- c. In determining net family assets, housing authorities or owners, as applicable, shall include the value of any business or family assets disposed of by an

applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms.

Non-citizen: A person who is neither a citizen nor national of the United States.

Notice Of Funding Availability (NOFA): For budget authority that HUD distributes by competitive process, the Federal Register document that invites applications for funding. This document explains how to apply for assistance, and the criteria for awarding the funding.

Occupancy Standards: The standards that CHD establishes for determining the appropriate number of bedrooms needed to house families of different sizes or composition.

Owner: Any person or entity, including a cooperative, having the legal right to lease or sublease existing housing.

Participant (participant family): A family that has been admitted to CHD'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 CHD for the family (first day of initial lease).

Payment Standard: In a voucher tenancy, the maximum monthly assistance payment for a family (before deducting the total tenant payment by family contribution). For a voucher tenancy, CHD sets a payment standard in the range from 90% to 110% of the current FMR.

Perpetrator: A person who commits an act of domestic violence, dating violence or stalking against a victim.

Person with Disabilities: A person who:

- a. Has a disability as defined in 42 U.S.C. 423.
- b. Is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment that:
 1. Is expected to be of long-continued and indefinite duration;
 2. Substantially impedes his or her ability to live independently; and
 3. 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.

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.

Portability: Renting a dwelling unit with Section 8 tenant-based assistance outside the jurisdiction of the initial CHD.

Premises: The building or complex in which the dwelling unit is located, including common areas and grounds.

Private Space: In shared housing: The portion of a contract unit that is for the exclusive use of an assisted family.

Preservation: This program encourages owners of eligible multifamily housing projects to preserve low-income housing affordability and availability while reducing the long-term cost of providing rental assistance. The program offers several approaches to restructuring the debt of properties developed with project-based Section 8 assistance whose HAP contracts are about to expire.

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.

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: Housing assisted under the 1937 Act, other than under Section 8. Public housing includes dwelling units in a mixed finance project that are assisted by a PHA with capital or operating funds.

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.

Reasonable Period of Time – for admission to program after criminal offense, five years, unless federal regulations require prohibition for a longer time.

Receiving PHA: In portability, a PHA that receives a family selected for participation in the tenant-based program of another PHA. The receiving PHA issues a voucher, and provides program assistance to the family.

Re-certification: A reexamination of a household's income, expenses, and family composition to determine the household's rent for the following 12 months.

Refugee: A person who has been determined to qualify as defined by the INS.

Remaining Member of a Tenant Family: A member of the family listed on the lease who continues to live in an assisted household after all other family members have left.

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:

- a. For the public housing program, the Section 8 tenant-based assistance program (24 CFR 982), and the Section 8 project-based certificate or voucher program (24 CFR 983), and the Section 8 moderate rehabilitation program (24 CFR 882), responsible entity means the PHA administering the program under an ACC with HUD;
- b. For all other Section 8 programs, responsible entity means the Section 8 project owner.

Resident of Area: A family living in CHD's jurisdiction, working in CHD's jurisdiction, or notified that they are hired to work in CHD's jurisdiction. The length of time the family has lived or worked in the jurisdiction may not be considered.

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.

Special Admission: Admission of an applicant that is not on CHD waiting list, or 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:

- a. 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.
- b. "Specified welfare benefit reduction" does not include a reduction or termination of welfare benefits by the welfare agency:
 1. at the expiration of a lifetime or other time limit on the payment of welfare benefits;
 2. 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
 3. because a family member has not complied with other welfare agency requirements.

Sporadic Income: Income that is neither reliable nor periodic.

Stalking: to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; to place under surveillance with the intent to kill, injure, harass or intimidate another person. 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 that person; a member of the immediate family of that person; or the spouse or intimate partner of that person.

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.

Statement of Family Responsibility: An agreement in the form prescribed by HUD, between CHD and a Family to be assisted under the Moderate Rehabilitation Program, stating the obligations and responsibilities of the family.

Subsidy Standards: Standards established by a CHD to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

Suspension: Stopping the clock on the term of a family's voucher, for such period as determined by CHD, from the time when the family submits a request for CHD approval to lease a unit, until the time when CHD approves or denies the request. Also referred to as tolling.

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

Tenant Rent: The amount payable monthly by the family as rent to the owner minus any utility allowance.

Third-party (verification): Oral or written confirmation of a household's income, expenses, or household composition provided by a source outside the household, such as an employer, doctor, school official, etc.

Tolling: See suspension.

Total Tenant Payment (TTP):

a. Total tenant payment is the amount calculated under Section 3(a)(1) of the 1937 Act. which is the higher of:

30% of the family's monthly-adjusted income;

10% of the family's monthly income;

Minimum rent; or

If the family is receiving payments for welfare assistance from a public agency and a part of such payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of such payments which is so designated.

If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under Section 3(a)(1) shall be the amount resulting from one application of the percentage.

Utility Allowance: If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a CHD 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 amount, if any, by which the utility allowance for the unit, if applicable, exceeds the total tenant payment for the family occupying the unit.

Verification:

- a. 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).
- b. The three types of verification are:
 1. Third-party verification, either written or oral, obtained from employers, public assistance agencies, schools, etc.)
 2. Documentation, such as a copy of a birth certificate or bank statement
 3. Family certification or declaration (only used when third-party or documentation verification is not available)

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: Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

Voucher (rental voucher): A document issued by a CHD to a family selected for admission to the Housing Choice Voucher Program. This document describes the program and the procedures for CHD approval of a unit selected by the family and states the obligations of the family under the program.

Voucher Holder: A family holding a voucher with unexpired search time.

Waiting List Admission: An admission from CHD 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:

- a.. Provided in the form of payments by a TANF agency, or other agency on its behalf, to individual recipients; and
- b. Conditioned on participation in work experience or community service (or any other work activity under 45 CFR 261.30).
Except where excluded later in this definition, it also includes supportive services such as transportation and childcare provided to families who are not employed.

The term “assistance” excludes:

- a. Nonrecurrent, short-term benefits that:
 - 1. Are designed to deal with a specific crisis situation or episode of need;
 - 2. Are not intended to meet recurrent or ongoing needs; and
 - 3. 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 childcare 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.

29.0 ACRONYMS

ACC	Annual Contributions Contract
CACC	Consolidated Annual Contributions Contract
CFR	Code of Federal Regulations
CHD	Community Housing Division
DVP	Disaster Voucher Program
EIV	Enterprise Income Verification (formerly known as UIV)
FMR	Fair Market Rent
FSS	Family Self Sufficiency (program)
HA	Housing Authority
HAP	Housing Assistance Payment
HCDA	Housing and Community Development Act
HQS	Housing Quality Standards
HUD	Department of Housing and Urban Development
INS	(U.S.) Immigration and Naturalization Service
LEP	Limited English Proficiency
MSA	Metropolitan Statistical Area (same as census tracts)
NAHA	(Cranston-Gonzalez) National Affordable Housing Act
NOFA	Notice of Funding Availability
OMB	(U.S.) Office of Management and Budget
PBC	Project-Based Certificate (program)
QHWRA	Quality Housing and Work Responsibility Act of 1998
PHA	Public Housing Agency
PS	Payment Standard
SSD	Social Security Disability
SSI	Supplemental Security Income
TTP	Total Tenant Payment
VAWA	Violence Against Women Act

30.0 APPENDIX A - CALCULATION FORMULAS

30.1. ANNUAL INCOME

A. Income: Annual income is the gross income anticipated to be received by the family, monetary or not, during the 12 months following the effective date of admission or re-examination. (See §5.609.)

1. Computation of Annual Income

- a. Use current family circumstances to anticipate income, unless the verification indicates an imminent change.
- b. Annualize all income, including income that may not last the full 12 months (such as unemployment benefits). When circumstances change, an interim re-examination may be processed.

2. Calculation Examples

a. Regular Employment:

Hourly: Average hourly rate x average hours worked per week x 52 = annual income.

If the hours worked are full time (40 hours per week) for 52 weeks per year, 2080 hours = full time 52-week pay.

Salaried: Monthly salary x 12 = annual income.

Tips: Average tips per week x 52 = average annual tips.

Overtime: Average overtime hours per week x overtime rate x 52 = annual overtime.

When calculating income for a wage earner who works less than 12 months per year (example is a school employment where the person is off during the summer), calculate the TTP both ways, then give the head of household the choice. The head of household MUST initial agreeing to the rent calculation method chosen.

- b. Non-Regular Employment: Includes employment where wages, hours, and employers worked for are flexible and no business-related deductions are claimed. In general, this category

applies to those types of employment that do not readily fit in the regular employment category. For example, a person who does yard work for the same employers, same wage, and same number of hours per period could and should be verified under the procedures for regular employment.

If the client's wages, employers, and hours change frequently, their employment would be considered non-regular.

- i. Verification: The client must Self-Declare the following information:
 - aa. Type of work or services performed
 - bb. Average amount of income earned per month
 - cc. Signature of client and date prepared
 - ii. Calculation: Average monthly income times 12 = annual income from non-regular employment.
- c. Public Assistance: (Includes but not limited to AFDC, General Assistance, Supplemental Security Benefits, and Unemployment Compensation.) See calculation below:
- i. Monthly Benefit x 12 = annual benefit
 - ii. Overpayments: In the case of benefits where a previous overpayment is currently being deducted, the gross amount of the benefit minus the deduction for repayment shall be used.
- d. Child Support:
- Changes to child support will be effective the second month after the date the change is in effect, to allow for processing by the providing agency
- e. Pensions/Social Security: Includes Social Security benefits, Veterans benefits, Pension, retirement, and annuity benefits. See calculation below:
- i. Monthly benefit x 12 = annual benefit
- Overpayments: In the case of benefits where a previous overpayment is currently being deducted, the gross amount of the benefit minus the deduction for repayment shall be used.

If the overpayment is for a period less than 12 months, use the adjusted amount x number of months for the adjusted amount. For the balance of the 12-month period, use the actual benefit amount.

f. Child Support, Alimony, and Support payments made by other individuals: Includes regular payments made by a parent for the support of a minor child residing in the household, regular payments made by a former spouse, and any regular payments made by relatives, friends, or other persons to the family, or on behalf of the family for basic rent and utilities. Child support owed and unpaid, but not taken forward for a judgment must be considered as income. See calculation below:

i. Amount of payment x frequency = annual support income

Frequency:

Monthly (12)

Weekly (52)

Bi-monthly (24)

Bi-weekly (26)

g. Lump-Sum Payments: Generally, lump-sum amounts received by a family are considered assets, not income, i.e. inheritances, insurance, settlements, proceeds from the sale of property, etc. Deferred payments made because of a delay in processing a periodic payment such as unemployment, social security, welfare benefits, etc. must be counted as income. If an interim re-examination was not conducted to reduce the total tenant payment, any lump sum amounts received by the family will be treated as an asset. The following example will apply only if an interim re-examination to reduce the total tenant payment is conducted. Example:

Family member loses her job on October 10, 2004. Unemployment benefits are delayed. On December 10, 2004, family received a lump-sum payment of \$600 for October 21, 2004 through December 7, 2004. Beginning December 8, 2004, the family receives \$100 per week in unemployment benefits.

i. Family requests and CHD processes an interim re-examination. The interim re-examination reduces the family's total tenant payment and is effective November 1, 2004. After family receives lump-sum payment in December, CHD processes another interim re-examination. Interim is effective February 1, 2005 and

Annual Income is computed as shown below. CHD annualizes income even though unemployment income is not expected to last the full twelve months and reminds family to come in for an interim when circumstances change.

- ii. Any amounts deducted from lump sum payments for attorney's fees shall be deducted from the lump sum amount that is counted as income.
- iii. Any lump sum amounts, counted as income, shall be included as income for the entire year (until the next annual re-examination), or for 12 months, whichever is greater. An example of this calculation is:

\$600 (Lump-sum payment) plus \$5200 (\$100/week unemployment) = Annual Income from unemployment.

- h. Regular contributions and gifts. These amounts must be considered as household income if they are from organizations or from persons not residing in the residence and are regular. This may include payments for rent and utilities, and other regular cash and non-cash contributions. (24 CFR §5.609(7))
- i. Assets: Family Assets include interest, dividends, and any other net income of any kind from real or personal property, to include any assets disposed of at less than fair market value within the last two years.

Asset income of minor children is counted as income.

- i. Total Value of Assets Calculation:

- aa. Savings and Checking Accounts, Certificates of Deposit, IRA and KEOGH Accounts: Account balance or certificate of deposit value = total asset value of savings and checking accounts/certificates of deposit, IRA, and KEOGH accounts.
- bb. Stocks: Number of shares x current per share value = total asset value of stocks.
- cc. Bonds: Cash value of bond x number of bonds = total asset value of bonds.

- dd. Notes and Mortgages Held: Principal amount remaining = total asset value of notes and mortgages held.
- ee. Trusts:
 - (1) If trust is non-revocable, it is not counted as an asset.
 - (2) If trust is revocable, current amount of trust = total asset value of trust.
- j. Real Property Owned: Current market value minus amount owed (if any) = total asset value of real property owned.

3. Income from Assets Calculation:

- a. Savings and Checking Accounts, certificates of Deposit, IRA and KEOGH Accounts: Account balance x interest rate = annual income from savings/certificates of deposit, IRA and KEOGH accounts.
- b. Stocks: Amount of dividends paid x frequency of payment = annual dividend income.
- c. Notes and Mortgages Held: Interest portion of the payment x frequency of payment = annual note or mortgage income. (Repayment of principal is not considered income.)
- d. Trusts: Use amount of annual proceeds as determined through verification.
- e. Real Property Owned (if property is income producing):
 - i. If income tax return for property is available, use the amount of net annual income from tax return.
 - ii. If no income tax return is available, only the following deductions will be allowed:
 - aa. amount of payments received x frequency of payment = gross annual income, then
 - bb. if balance owed on property, amount of interest portion of payments made x frequency of payment = annual interest deduction.
- f. Assets Disposed of: Client must sign a Certification of Divestiture of Assets at each certification or recertification.

Assets disposed of for less than fair market value during the two years preceding effective date of certification or recertification are included as assets. Cash value of the asset, the amount the family would receive if the asset were converted to cash, must be used. Cash value is market value minus reasonable costs that were or would be incurred in selling or converting the asset to cash. Expenses which may be deducted include the following:

- i. Penalties for withdrawing funds before maturity
- ii. Brokers/legal fees assessed to sell or convert the asset to cash
- iii. Settlement cost for real estate transactions.

If the fair market value exceeds the gross amount the family received by more than \$1,000, count the whole difference between the cash value and the amounts received. If the difference is less than \$1,000, ignore it.

Assets disposed of for less than fair market value, as a result of a foreclosure, bankruptcy, divorce or separation, are not counted.

Assets put into trusts or business assets disposed of for less than fair market value are counted. See calculation below:

Include the difference between cash value and the amount received for any asset disposed of at less than fair market value within the last two years. (Cash value = the fair market value less reasonable costs.)

4. Overall Asset Calculation: To determine what amount to use for assets in the overall calculation of total annual income for both rent and eligibility, use the following calculations:
 - a. Add total value of all assets = total asset value
 - b. Add total income from all assets = total asset income
 - c. If total asset value (#1 above) is less than \$5,000, use total asset income(#2 above) in determining total annual income
 - d. If total asset value (#1 above) is \$5,000, or more, use the larger of the following:
 - i. total asset value x 5.5 percent
 - ii. total asset income

5. Asset Verification Guide

- a. Savings and Checking Accounts, Certificates of Deposit, IRA and KEOGH Accounts: Statement from the financial institution containing the following information:
 - i. date prepared
 - ii. account number
 - iii. account balance
 - iv. interest rate (if the rate is variable, statement must give the current applicable rate)
 - v. name of the account holder(s)
 - vi. signature of authorized person
- b. Stocks: A statement from a broker or a statement from the issuing corporation containing the following information:
 - i. date prepared
 - ii. account number
 - iii. number of shares
 - iv. current per share value or current total value of shares
 - v. amount of dividends earned
 - vi. frequency of payment of dividends
 - vii. name(s) of shareholders
 - viii. if a statement from broker, authorized signature
- c. Bonds: A copy of the face of the bond showing the following information:
 - i. face value
 - ii. maturity date
 - iii. interest rate (if any)
 - iv. type of bond

- d. Trusts: Client must provide a copy of the trust documents or a statement from the trust officer containing the following information:
 - i. amount of trust
 - ii. type of trust (revocable or nonrevocable)
 - iii. annual proceeds of trust
 - iv. beneficiary of trust
 - v. if statement from trust officer:
 - aa. date prepared
 - bb. authorized signature

NOTE: Due to type of verification required, the following forms of verification shall be provided by the client:

- a. Notes and Mortgages Held: (This is where the client receives payments rather than makes payments.) The client must provide a copy of the note or mortgage documents containing the following information:
 - i. date of transaction
 - ii. amount of transaction
 - iii. balance owing
 - iv. amount of payments reflecting the distribution between principal and interest (repayment of principal amount is not considered income)
 - v. frequency of payments
 - vi. interest rate
 - vii. name of person(s) holding the note or mortgage
 - aa. Client must provide a current appraisal or current market analysis prepared by a licensed real estate agent, broker, or mobile home dealer containing the following information:
- f. Real Property Owned: (Includes Mobile Homes)

- i. date prepared
- ii. current market value of the property
- iii. Authorized signature
- iv. copy of the deed or other title instrument showing the name(s) of the owner(s)
- v. if property is mortgaged, a statement from mortgagor(s) showing:
 - aa. balance owed on property
 - bb. amount of payments reflecting distribution between interest and principal
 - cc. frequency of payments
- vi. for income-producing property:
 - aa. Copy of lease or rental agreements containing the following information:
 - (1) Term
 - (2) Amount of payments
 - (3) Frequency of payments
 - bb. Copy of rental income schedule from income tax return or copy of property tax statement. This information will be used to determine allowable expenses.

31.0 APPENDIX B - REVISIONS TO ADMINISTRATIVE PLAN

The provisions of this plan are based upon local, state, and Federal law and regulations. Should any applicable law or regulation change, this plan will be automatically revised. To the extent that the change is mandatory (allowing no CHD discretion), the plan will be revised without requirement for administrative processing. By approving this provision, the Mayor and Council, and Housing Advisory Commission understand that they are approving future automatic revisions responding to mandatory regulatory changes. The Housing Advisory Commission will be made aware of such changes. All such changes will also be submitted to the Department of Housing and Urban Development.