

**CONCORD HOUSING AUTHORITY**  
**Housing Choice Voucher Program**  
**Administrative Plan**

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# **CONCORD HOUSING AUTHORITY**

## **MISSION STATEMENT**

The mission of Concord Housing Authority is to advocate, develop, operate and manage affordable housing programs to provide decent, safe and affordable housing for families in a manner that promotes and improves the economic independence and social well being of its residents.

### **HOUSING**

- **ADVOCATE**
- **Develop**
- **OPERATE AND MANAGE**

### **RESIDENTS**

- **Promote and improve economic independence**
- **Promote and improve social well being**

**GOAL 1.** Improve the management and operating efficiencies of our current affordable housing unit.

**GOAL 2.** RAISE CAPITAL AND RESOURCES THEN USE TO IMPROVE THE PHYSICAL NEEDS OF OUR EXISTING HOUSING INVENTORY.

**GOAL 3.** Encourage partnerships to improve the economic independence and social well being of our residents.

**GOAL 4.** Advocate “Affordable Housing” in our communities.

## **HOUSING CHOICE VOUCHER ADMINISTRATIVE PLAN**

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### **1.0 EQUAL OPPORTUNITY**

#### **1.1 FAIR HOUSING**

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

No person shall, on the grounds of race, color, sex, religion, national or ethnic origin, familial status, status as a victim of domestic violence, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Concord Housing Authority housing programs.

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

The Concord Housing Authority will assist any family that believes they have suffered illegal discrimination by providing them copies of the housing discrimination form. The Concord Housing Authority 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.

#### **1.2 REASONABLE ACCOMMODATION**

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of the Concord Housing Authority 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 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 the Concord Housing Authority will follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent, the Concord Housing Authority will

ensure that all applicants/tenants are aware of the opportunity to request reasonable accommodations.

Notifications of reexamination, inspection, appointment, or eviction will include information about requesting a reasonable accommodation. Any notification requesting action by the tenant will include information about requesting a reasonable accommodation.

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

### **1.3 QUESTIONS TO ASK IN GRANTING THE ACCOMMODATION**

- A. Is the requester a person with disabilities? For this purpose the definition of person with disabilities is different than 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., 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, the Concord Housing Authority will obtain verification that the person 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, the Concord Housing Authority will obtain documentation that the requested accommodation is needed due to the disability. The Concord Housing Authority 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? The Concord Housing Authority's business is housing. If the request would alter the fundamental business that the Concord Housing Authority conducts, that would not be reasonable. For instance, the Concord Housing Authority would deny a request to have the Concord Housing Authority do grocery shopping for a 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, the Concord Housing Authority may request a meeting with the individual to investigate and consider equally effective alternatives.

- D. Generally the individual knows best what it is they need; however, the Concord Housing Authority retains the right to be shown how the requested accommodation enables the individual to access or use the Concord Housing Authority's programs or services.

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

The cost necessary to carry out approved requests, including requests for physical modifications, will be borne by the Concord Housing Authority if there is no one else willing to pay for the modifications. If another party pays for the modification, the Concord Housing Authority will seek to have the same entity pay for any restoration costs.

If the tenant requests as a reasonable accommodation that they be permitted to make physical modifications at their own expense, the Concord Housing Authority will generally approve such request if it does not violate codes or affect the structural integrity of the unit.

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

#### **1.4 ACCESSIBILITY IN COMMUNICATION**

CHA works to ensure that its application and admissions process is accessible and understandable by applicants with disabilities. An applicant may ask for assistance in completing CHA required paperwork. Documents will be made accessible in large type for vision impaired applicants. Sign language interpreters can be provided for hearing impaired applicants. Interpreters can be hired at the expense of CHA for applicants speaking a language other than English if one is requested. If an applicant is not able to read, staff will read and explain orally anything that they would normally hand to an applicant to be read or filled out. .

In order to be added to the waitlist, applicants must provide a mailing address. In order to remain on the waitlist, applicants must keep this address current with CHA.

## **1.5 FAMILY/OWNER OUTREACH**

The Concord Housing Authority will publicize from time-to-time the availability and nature of the Housing Choice Voucher Program for extremely low-income and very low-income families in a newspaper of general circulation, minority media and by other suitable means.

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

The Concord Housing Authority will provide handbooks for owners who participate in or who are seeking information about the Housing Choice Voucher Program. The handbook:

- A. Explains how the program works;
- B. Explains how the program benefits owners; and
- C. Explains the owners' responsibilities under the program. Emphasis is placed on quality screening and ways the Concord Housing Authority helps owners do better screening.

All activities will meet the Affirmative Fair Housing Marketing Plan which will be reviewed every five years and updated as needed to ensure compliance with 24 CFR 200.620.

## **1.6 RIGHT TO PRIVACY**

All adult members of both applicant and tenant households are required to 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 tenant information will not be released unless there is a signed release of information request from the applicant or participant.

## **1.7 REQUIRED POSTINGS**

The Concord Housing Authority will post in its Main Office in a conspicuous place and at a height easily read by all persons, including persons with mobility disabilities, the following information:

- A. The Housing Choice Voucher Administrative Plan;
- B. Notice of the status of the waiting list (opened or closed);
- C. Address of all Concord Housing Authority offices, office hours, telephone numbers and hours of operation;
- D. Income Limits for Admission;
- E. Grievance Procedures;
- F. Any current Concord Housing Authority Notices;
- G. Fair Housing Poster; and
- H. Equal Opportunity in Employment Poster

## **2.0 CONCORD HOUSING AUTHORITY/OWNER RESPONSIBILITY/ FAMILY OBLIGATION**

CHA utilizes the Housing Choice Voucher Program to assist low income tenants in locating safe, decent, and sanitary housing within affordable limits. CHA has jurisdiction within the city of Concord and a six (6) mile radius from the city's line. Tenants are likely to be assisted in a variety of unit types including: walk-up, duplex, single family homes and mobile homes. Other types of housing or households will be served as changes in regulations/policies permit.

Operating expenses for the Housing Choice Voucher Program are controlled through CHA's annual operating budget process as submitted by the Executive Director and approved by the Board of Commissioners. The Executive Director is authorized to expend up to \$10,000.00 of Housing Choice Voucher program existing administrative fee reserve during any one fiscal year without direct Board approval. The Board of Commissioners will be notified of any such expenditures. Any amount exceeding \$10,000.00 must first have Board approval.

This Section outlines the responsibilities and obligations of the Concord Housing Authority, the Housing Choice Voucher Owners/Landlords, and the participating families.

## 2.1 CONCORD HOUSING AUTHORITY RESPONSIBILITIES

The Concord Housing Authority will comply with the consolidated ACC, the application, HUD regulations and other requirements, and the Concord Housing Authority Section 8 Administrative Plan.

In administering the program, the Concord Housing Authority must:

1. Publish and disseminate information about the availability and nature of housing assistance under the program;
2. Explain the program to owners and families;
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 people with disabilities 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 timely housing assistance payments to an owner in accordance with the HAP contract;
15. Examine family income, size and composition at admission and during the family's participation in the program. The examination includes verification of income and other family information.
16. Establish and adjust Concord Housing Authority utility allowance;
17. Administer and enforce the housing assistance payments contract with an owner, including taking appropriate action as determined by the Concord Housing Authority, 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 Concord Housing Authority decisions concerning applicants for participation in the program;
20. Conduct informal hearings on certain Concord Housing Authority decisions concerning participant families; and
21. Provide sound financial management of the program, including engaging an independent public accountant to conduct audits.

## **2.2 OWNER RESPONSIBILITY**

The owner is responsible for performing all of the owner's obligations under the HAP contract and the lease.

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. Preparing and furnishing to the Concord Housing Authority information required under the HAP contract;
5. 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); and
  - c. Any charges for unit damage by the family.
6. Enforcing tenant obligations under the lease;
7. Paying for utilities and services (unless paid by the family under the lease);
8. Provisions on modifications to a dwelling unit occupied or to be occupied by a person with disabilities (see 24 CFR 100.203); and
9. Notifying the Concord Housing Authority sixty-days prior to any rent increase.

### **2.3 FAMILY OBLIGATIONS**

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

The participant family must:

1. Supply any information that the Authority or HUD determines 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. Disclose and verify social security numbers (as provided by appropriate regulation) and must sign and submit consent forms for obtaining information in accordance with regulations;
3. Supply any information requested by the Housing Authority or HUD for use in a regular scheduled reexamination of the family income and composition in accordance with HUD requirements.
4. Supply information that is true and complete. Willfully making or causing false statements or misrepresentations constitutes fraud and will be pursued;

5. Report in writing to the Main Office changes in income, assets or allowances within fourteen (14) days of their occurrence for assessment of an interim change in rent.
6. Inform the Concord Housing Authority of the birth, adoption or court-awarded custody of a child within fourteen (14) days of its occurrence. The family must request and be given approval from the Concord Housing Authority 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 without prior approval from CHA. This includes foster children and live-in aides.
7. Notify the Concord Housing Authority if any family member no longer resides in the unit within fourteen (14) days of his/her departure.
8. Not cause a Housing Quality Standards breach of the regulations such as:
  - a. Failing to pay for any utilities that the owner is not required to pay for but which are to be paid by the tenant;
  - b. Failing to provide and maintain any appliances that the owner is not required to provide, but which are provided by the tenants; or
  - c. Any member of the household or guest damages the dwelling unit premises beyond normal wear and tear.
9. Correct life threatening HQS breaches caused by the family within twenty-four (24) hours. Non-life threatening HQS breaches that are caused by the family must be corrected within thirty (30) calendar days (or any Authority approved extension);
10. Allow the Authority, or agent representing CHA, to inspect the unit reasonable times after reasonable notice at least annually;
11. Not commit any serious or repeated violations of the lease;
12. Not engage in criminal drug and/or violent criminal activity. The family may be terminated from the program even if there was no arrest or convictions. Such activity does not have to take place in the assisted unit;
13. Notify CHA and the owner at the same time before the family moves out of the unit or terminates the lease. Such notice must be consistent with the provisions of the lease. The lease may not require more than a 60 day notice of intent to move. No new voucher or tenancy approval

will be issued unless the family has occupied its assisted unit for twelve (12) months with the voucher;

14. The family must give the Authority a copy of any owner eviction within ten (10) days of receiving such notice;
15. Use the assisted unit as the family's primary residence;
16. Not assign the lease, transfer, or sublease/let the unit;
17. Not own or have any interest in the unit, other than manufactured home. If the owner is a cooperative, the family may be a member of the cooperative; and
18. Notify the Housing Authority of its absences from the unit of more than thirty (30) days and must supply any information or certification requested by the Authority to verify that the family is living in the unit.

### **Absence from the Unit**

Absence means that no member of the family is residing in the unit. The family may be absent from the unit for up to thirty (30) days. The family must request permission from the Concord Housing Authority for absences exceeding thirty (30) days. The Concord Housing Authority will make a determination within five (5) business days of the request. An authorized absence may not exceed one hundred and eighty (180) days. Any family absent for more than thirty (30) 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); or
3. Other absences that are deemed necessary by the Concord Housing Authority.

## **3.0 ELIGIBILITY FOR ADMISSION**

### **3.1 INTRODUCTION**

There are six eligibility requirements for admission to the Housing Choice Voucher Program:

- Household meets CHA's definition of family;
- Household's annual income may not exceed the applicable income as published by HUD;
- Household meets the documentation requirements of citizenship or eligible immigration status;
- Household members provide Social Security number verification;
- Signature of applicable consent forms by all family members age 18 and older;
- Household members meet CHA's screening criteria, including criminal background check.

### 3.2 ELIGIBILITY CRITERIA

**A. Definition of Family:** An applicant must meet at least one condition as described below to be defined as a family.

1. A **family** is either a single person or group of persons with or without children.
  - a. Provided proper documentation is supplied, children temporarily absent from the home due to placement in foster care are considered family members, however, they do not qualify for allowances or deductions except for child-care;
  - b. Unborn children and children in the process of being adopted are considered family members for the purpose of determining bedroom size, but are not considered family members for determining income limit;
  - c. Provided proper documentation is supplied, at least fifty percent (50%) physical custody needs to be shown for a child to be considered a family member.
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. For purposes of qualifying for public housing, a person with disabilities is a person who meets at least one of the following three definitions:
    - I. Has a disability as defined under Section 223 of the Social Security Act.
    - II. Has a physical, mental, or emotional handicap which is expected to be of long and indefinite duration, impedes but does not prevent his/her ability to live independently, and is of such a nature that the person's ability to live independently could be improved by more suitable housing.
    - III. Has a developmental disability as defined in Section 102(7) of the Developmental Disabilities Assistance Bill of Rights Act.
    - IV. Person's disability is not based solely on drug or alcohol dependence.
  - b. 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.

5. **Independent Student**, which is:
- a. A person who is carrying a subject load that is considered full-time for day students under the standards of the educational institute attended; and
  - b. A person that cannot be claimed by as a dependent by parents or legal guardians; and
  - c. Must have established a household separate from parents or legal guardian(s) for at least one year or meet the definition of independent student as defined by the U.S. Department of Education.

The Department of Education considers a person to be an independent student if he or she meets one or more of the following criteria:

- a. He/she is at least 24 years old,
  - b. He/she is an orphan or ward of the court through age 18,
  - c. He/she is a veteran,
  - d. He/she has a legal dependent other than spouse,
  - e. He/she is a graduate or professional student, and
  - f. He/she is married.
6. **Remaining member of a tenant family**, which is a person who is listed as member of the family on the most recent certification paperwork.
7. A **single person** who is not elderly, a person with disabilities, full-time student, or the remaining member of a tenant family.
8. A **live-in aid**, which is:
- a. A person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities; and
  - b. Is determined by a qualified professional to be essential to the care and well-being of the persons; and
  - c. Not obligated for the financial support of the persons; and
  - d. Would not be living in the unit except to provide the necessary supportive services.

Required documentation for approval of a live-in aide/attendant is as follows:

1. A written statement from a physician or health care professional for the household member requesting the live-in aide/attendant verifying the need of the service;
2. A written statement from the live-in aide/attendant verifying they meet the stated criteria as a live-in aide/attendant; and
3. Completion of the Live-In Aide Declaration Form.

The live in aide qualifies for occupancy in the unit only as long as the individual needing supportive services also lives in the unit. The live-in aide does not qualify for continued occupancy as a remaining family member. In addition, the landlord and CHA must approve the live-in aide. CHA will have the live-in aide complete the Live-in Aide Personal Declaration form and will consider the information provided there in determining eligibility for the status of live-in aide. If further information is needed, it will be requested from the individual. CHA will consider all eligibility requirements used for applicants when approving live-in aides and will use the same standard that is used to approve applicants.

9. An **emancipated minor**, who is under the age of eighteen (18) who has been emancipated through court action to act on his/her own behalf, including the ability to execute a contract or lease.

**B. Income eligibility:** Annual income is the anticipated total income from all sources, monetary and non-monetary, received by the family head, and spouse (even if temporarily absent) and by each additional member of the family, including all net income derived from assets for the 12-month period following the effective date of initial determination of eligibility, exclusive of income that is temporary, non-recurring, or sporadic. Annual Income is compared to the applicable income limit to determine eligibility.

1. At the time the family is offered assistance under the Section 8 program the family shall:
  - a. Have income that does not exceed the *very low-income limit*, which is set at fifty (50) percent of the area median income; or
  - b. Have income that does not exceed the *low income-limit*, set at eighty (80) percent of the area median income and be:
    - i. Continuously assisted under the public housing or Section 8 programs;

- ii. Non-purchasing households in the following homeownership programs: HOPE 1, HOPE 2, or other HUD-assisted multifamily home ownership programs covered under 24 CFR 284.173; or
  - iii. Displaced as a result of the prepayment of a mortgage or voluntary termination of a mortgage insurance contract.
- 2. Income limits apply only at admission and are not applicable for continue occupancy; however, as income rises 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 the housing authority'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. A regular admissions family exercising portability when it uses its voucher for the first time must be within the application income limits for CHA jurisdiction.
- 5. Income limits do not affect the eligibility of a participant family exercising portability, however, the family's TTP must be less than or equal to the payment standard at the receiving PHA for the family to lease within that PHA's jurisdiction.
- 6. Income limit restrictions do not apply to families transferring units within the Concord Housing Authority Housing Choice Voucher Program.

**C. Citizenship/Eligible Immigrant Status:** To be eligible each member of the family (or the parent in the case of a minor) must sign a certification claiming status as a U.S. citizen, national, 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 as neither a citizen nor an eligible non-citizen.

- 1. Family's eligibility for assistance:
  - a. A family shall not be eligible for housing assistance unless every member of the family residing in the unit is determined to be a U.S. citizen or have eligible status in the U.S., with the exception noted below;

- b. Despite the ineligibility of one or more family members, a mixed family may be eligible for prorated assistance (See Section 13.5 for calculating rents under the non-citizen rule);
- c. A family without any eligible members and receiving assistance on June 19, 1995 may be eligible for temporary deferral of termination of assistance;
- d. A family without any U.S. citizens or members with eligible immigration status is not eligible for assistance;
- e. Housing assistance is prohibited to non-citizen students and their families. This prohibition does not include citizen spouses and their children.

- 2. Non-citizens claiming eligible immigration status must provide all of the following evidence:
  - Signed declaration of eligible immigration status;
  - One of the Department of Homeland Security (formerly INS) documents specified in the rule.

**D. Social Security Number Documentation:** To be eligible, all family members 6 years of age and older must provide a Social Security Number or certify that they do not have one assigned.

Acceptable documentation of Social Security Number includes:

- Original Social Security Card;
- Drivers license with Social Security Number;
- ID card issued by federal, state, or local agency, a medical insurance provider, or an employer or trade union;
- Earning statements on payroll stubs;
- Form 1099;
- Benefit award letter;
- Retirement benefit letter;
- Life Insurance policy; or
- Court orders.

**E. Signing Consent Forms:** In order to be eligible, each member of the family who is eighteen (18) years of age and older, and each family head and spouse regardless of age, shall sign all required consent forms including, but not limited to, the Release of Information/Privacy Act Notice.

1. The consent form will contain, at a minimum, the following:
  - a. A provision authorizing HUD and the Concord Housing Authority to obtain from State Wage Information Collection Agencies (SWICAs) and/or the Earned Income Verification system (EIV) any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy;
  - b. A provision authorizing HUD and the Concord Housing Authority to verify with previous or current employers 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 that the authorization to release the information requested by the consent form expires 15 months after the date the consent form is signed.

**F. Other Screening Criteria:** Concord Housing Authority will ask applicants (including new additions to the lease and live-in aides) to provide information to determine eligibility. The Concord Housing Authority will verify the information in a non-discriminatory fashion and in accordance with all applicable fair housing and civil rights laws. The costs for screening will not be charged to applicant families.

Such criteria include the following:

1. Screening for a history of criminal activity on the part of any applicant family member that would adversely affect the health, safety, or welfare of the other tenants. This check will be made through state and/or local law enforcement and/or court records. Where the individual has lived outside the local area within the last seven years from application, CHA will require a criminal record history from the state where the individual had lived. CHA may also request a check through the FBI's National Crime Information Center.
2. A check of the State's lifetime sex offender registration program for each adult household member, including additions to lease and live-in aides. No individual registered with this program will be

admitted to the Section 8 Voucher Program.

6. CHA will consider extenuating circumstances in evaluating information obtained during the screening process to assist in determining the acceptability of an applicant for assistance.

Additional screening is the responsibility of the owner. Upon the written request of a prospective owner, the Concord Housing Authority 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 criminal history.

#### **4.0 MANAGING THE WAITING LIST**

##### **4.1 ORGANIZATION OF THE WAITING LIST**

CHA centrally administers one waiting list for the Housing Choice Voucher Program. The waiting list will be maintained in accordance with the following guidelines:

- A. The application will be a permanent file.
- B. All applications will be maintained in order of local preferences, and then date and time of application.
- C. Applicant families will be ranked on the waiting list according to total household income:
  1. Tier I: Contains applicant families with total household incomes between zero (0) percent and thirty (30) percent of area median income
  2. Tier II: Contains applicant families with total household incomes between thirty-one (31) percent and fifty (50) percent of area median income.
- D. Substantive contacts between the Concord Housing Authority and the applicant will be documented in the applicant file.

##### **4.2 OPENING AND CLOSING OF THE WAITLIST**

Opening of the waiting list will be announced with a public notice stating that applications for the Housing Choice Voucher program will again be accepted. The public notice will state where, when, and how to apply. The notice will be published in a local newspaper of general circulation, by any available minority media and by any other suitable means.

The notice will state that applicants already on waiting lists for other housing programs must apply separately for this program and such applicants will not

lose their place on other waiting lists when they apply for the Housing Choice Voucher program. The notice will include the Fair Housing logo and will otherwise be in compliance with Fair Housing requirements.

CHA may, at its discretion, suspend the acceptance and processing of new applications should the list appear to require an unreasonable wait. Closing of the waiting list will be announced with a public notice. The public notice will state the date the waiting list will be closed. The public notice will be published in a local newspaper of general circulation, by any available minority media and by any other suitable means.

All activities will meet the Affirmative Fair Housing Marketing Plan which will be reviewed every five years and updated as needed to ensure compliance with 24 CFR 200.620.

### **4.3 TAKING APPLICATIONS**

Upon receipt of the family's pre-application, the Concord Housing Authority will make a preliminary determination of eligibility. The Concord Housing Authority will notify the family in writing of placement on the waiting list and the approximate amount of time before housing assistance may be offered. If the Concord Housing Authority determines the family to be ineligible, the notice will state the reasons therefore and offer the family the opportunity of an informal review of this determination.

Applications may be made in person on a walk-in basis Monday through Friday from 8 AM to 4:30 PM at 23 Green Street or by mail. An after-hours drop off box is available for those applicants unable to come during regular business hours. Applications can also be obtained at our website, [www.concordha.com](http://www.concordha.com). Only applications with original signatures will be accepted. Persons with disabilities who require a reasonable accommodation in completing an application may call the Concord Housing Authority to make special arrangements to complete their application. Third-party verification of income and expenses are not performed at the time of initial application.

When the waiting list is open, completed applications will be accepted from all applicants. The Concord Housing Authority will later verify the information in the applications relevant to the applicant's eligibility, admission, and level of benefit.

The completed application will be dated and time stamped upon its return to the Concord Housing Authority. An application is "complete" when it contains, at minimum, household composition, date of birth for all members of the family, a mailing address, income information and original signatures for all adults listed on the application.

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 first phase results in the family's placement on the waiting list.

Upon receipt of the family's pre-application, the Concord Housing Authority will make a preliminary determination of eligibility based on the unverified information provided by the applicant. The Concord Housing Authority will notify the family in writing of placement on the waiting list, and the approximate wait before housing may be offered.

If the Concord Housing Authority determines the family to be ineligible, the rejection notice will state the reasons thereof and will offer the family the opportunity of an informal review of the determination. See Section 8.4 for details on rejection from the waitlist.

The applicant will report changes in their applicant status including changes in family composition, mailing address, income, and preference factors in writing. The Concord Housing Authority will update the applicant's file and will update their place on the waiting list after such changes are received in writing.

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. The Concord Housing Authority will ensure that verification of all preferences, eligibility, suitability and selection factors are current in order to determine the family's final eligibility for admission into the Public Housing Program. Verifications older than ninety (90) days upon applicant family admission must be resent.

#### **4.4 FAMILIES NEARING THE TOP OF THE WAITING LIST**

When a family appears to be within three (3) months of being offered assistance, the family will be invited to a briefing/intake meeting and the verification process will begin. It is at this point in time that the family's waiting list preference 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 without the preference. The Concord Housing Authority must notify the family in writing of this determination and give the family the opportunity for an informal review.

The family will complete a Personal Declaration, present Social Security number information, citizenship/eligible immigration verification, sign all the Consent for Release of Information forms, and all other required eligibility documentation. The applicant family members who are 18 and older and/or head, co-head or spouse will also be required to provide a criminal history report.

#### **4.5 PURGING THE WAITING LIST**

The Concord Housing Authority will update and purge its waiting list at least annually to ensure that the pool of applicants reasonably represents the interested families for whom the Concord Housing Authority has current information, i.e. applicant's address, family composition, income category, and preferences.

The Update Package would be mailed to each applicant. Applicants will be allowed ten (10) days from the date the Update Package was sent to respond to CHA, either by mailing back the update form or by hand delivering it to the Main Office.

If the Update Package is returned through the mail because it was undeliverable CHA will withdraw the application and maintain the unopened package in the applicant's file for three (years). Applicants would have to complete a new application to be added to the wait list(s) and would not be eligible for an Informal Review in this circumstance.

If applicants fail to respond to the update letter and it has not been returned in the mail, a second mailing will occur with a final date for response not to exceed ten (10) days from the date the second update package was sent. Applicants who fail to respond to the second mailing will be taken off the waiting list(s) and their application kept for three (3) years. Applicants would have to complete a new application to be added to the wait list and would not be eligible for an Informal Review in this circumstance.

After all the responses have been received from applicants who confirm their continued interest in Section 8, the staff completes the data entry of the update forms and re-orders the waiting lists according to the updated information.

#### **4.6 REMOVAL OF APPLICANTS FROM THE WAITING LIST**

The Concord Housing Authority will remove an applicant's name from the waiting list and maintain files of all withdrawn applications for three (3) years under the following circumstances:

- A. The applicant family has been housed in the Housing Choice Voucher program with CHA, in which case their original application becomes part of their tenant file.
- B. The applicant requests in writing that their name be removed.

- C. The applicant fails to respond to a written request for information or a request to declare their continued interest in the program.
- D. Correspondence sent by first class mail to the most recent address provided by the applicant (or other methods designated by an applicant with a disability) is returned by the Post Office. Letters returned by the post office are filed unopened;
- E. An applicant fails to keep a scheduled appointment or fails to respond to CHA concerning information that is necessary to process the application or to maintain the waiting list.
  1. The Concord Housing Authority will allow the family to reschedule a missed appointment within a reasonable time frame.
  2. Generally, no more than one opportunity will be given to reschedule without good cause, and no more than two opportunities to reschedule will be given with good cause.
  3. Documentation may be required to prove good cause.
- F. The applicant does not meet either the eligibility or screening criteria for the program.
- G. Misrepresentation of any information related to eligibility, award of preference for admission, allowances, family composition or rent. This provision will not be applied to minor mistakes that produce no benefit to the applicant.

## **5.0 SELECTING FAMILIES FROM THE WAITING LIST**

### **5.1 WAITING LIST ADMISSIONS AND SPECIAL ADMISSIONS**

The Housing Authority 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, the Concord Housing Authority will use the assistance for those families.

### **5.2 PREFERENCES**

Local preferences are granted to applicants who are otherwise eligible for housing and who, at the time of the unit offer (prior to execution of a lease) meet the definitions of the preferences as described below. Preferences are verified the same way as income, assets and deductions. Preferences must be verified

once, just before admission. An applicant family will rank higher on the waiting list based on each preference they qualify for.

**Local Residency Preference (5 Points):**

An applicant will be given the benefit of the Local Residency Preference when the Head, co-head or spouse is a resident or employed within Concord or Penacook, NH:

1. A resident is defined as:
  - Living in Concord or Penacook. There is no time allotment for one to be considered a resident.
  - Anyone who has ever lived in Concord or Penacook and can show proof.
  - Anyone who is elderly and/or disabled who has a son, daughter, or parent living in Concord or Penacook and can show proof.
2. Employment must be at or above thirty (30) hours per week or a bona fide offer of employment at this level.
3. There must be a likelihood of continued employment at the thirty (30) hours per week in the foreseeable future.
4. Households must be able to demonstrate consistent and regular employment for the prior three (3) months before signing of lease.
5. In the case of seasonal employment, the employer must verify that they plan to rehire the applicant at a rate of at least 30 hours per week and indicate from what dates they expect to employ the applicant. Examples of seasonal work can be, but are not limited to, landscaping, harvesting, and teaching.

**Working Family Preference (2 Points):**

An applicant will be given the benefit of the Working Family Preference:

1. If Head, Co-Head or Spouse works at least thirty (30) hours per week:
  - There must be the likelihood of continued employment at a rate at or above thirty (30) hours per week; and
  - Applicant must be able to demonstrate consistent and regular employment for the

prior three (3) months before signing of the lease.

2. If the Head **and** Co-Head or Head **and** Spouse are disabled and/or over the age of sixty-two (62); or
3. If the Head is disabled and/or over the age of sixty-two (62) and there is no other adult members in the applicant household; or
4. If the sole member of the household is disabled and/or over the age of sixty-two (62.)

**County Preference (1 Point):**

An applicant will be given the benefit of the County Preference if the Head, Co-Head, or spouse is a resident of Merrimack County:

1. A resident of Merrimack County is defined as anyone taking primary shelter in a city or town within the county limits. There is no time allotment for one to be considered a resident.

Applicant families that reside or work at or above thirty (30) hours per week inside Concord or Penacook, NH will be housed before applicant families living in Merrimack County. Applicant families living within Merrimack County will be housed before applicant families living outside of Merrimack County.

Eligible single people who are neither elderly, near-elderly, or disabled will be housed based on local preferences and date and time of application after all other eligible families on the waitlist have been housed.

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 (unless a different target is agreed to by HUD), the Concord Housing Authority 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, the Housing Authority will monitor incomes of newly admitted families and the income of the families on the waiting list.

If there are not enough extremely low-income families on the waiting list, we will conduct outreach on a non-discriminatory basis to attract extremely low-income families to reach the statutory requirement.

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

## 6.0 SUBSIDY STANDARDS

Subsidy standards determine the family unit size. The family unit size is the number of bedrooms needed for families of different sizes and compositions and is used to determine the maximum subsidy the family may receive through the Housing Choice Voucher program.

As a general policy, no more than two persons shall be required to share a bedroom. Subsidies will be issued based upon the smallest number of bedrooms needed to house the family without overcrowding. A child temporarily absent because of placement in foster care is considered in determining family size. A family that consists solely of a pregnant woman will be treated as a two-person family. Live-in aides are counted in determining unit size.

The family unit size will be determined by CHA in accordance with the guidelines set forth below and will determine the maximum rent subsidy for the family. However, the family may select a unit that may be larger or 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. If the family chooses a larger unit size, the payment standard for the family size will determine the maximum subsidy.

CHA shall take into consideration reasonable accommodation requests when making decisions on a need for a different size unit. Requests for such consideration will be forwarded to the Director of Housing.

### Standards Used to Determine Acceptability of Unit Size (HQS Rules)

#### Standards Used to Issue Voucher

Voucher Size	Min. # of People in Household	Max. # of People in Household	Unit Size	Max. Occupancy Assuming a Living Room is used as a Living/Sleeping Area
0-BR	1	2	0-BR	2
1-BR	1	2	1-BR	4
2-BR	2	4	2-BR	6
3-BR	3	6	3-BR	8
4-BR	5	8	4-BR	10
5-BR	7	10	5-BR	12

## 7.0 MARKETING PROCESS/BREIFINGS

When the Concord Housing Authority selects a family from the waiting list, the family will be invited to attend 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, the Housing Authority 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, the Housing Authority 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.

Applicants are notified of an available subsidy by written correspondence. This correspondence requires the applicant to attend a briefing. Failure of an applicant to show at the briefing correspondence advising the applicant that their application for assistance has been inactivated will be sent. If an applicant's failure to respond was caused by the applicant's disability, CHA will provide reasonable accommodation to the applicant and give the applicant an opportunity to respond. If there is subsidy available, the individual will be marketed; otherwise they will be placed back on the waiting list with their original application date. Any requests for reasonable accommodation should be directed to the Director of Housing.

Verification of information including household income, assets, medical, child care, and handicap expenses projected for the subsequent twelve (12) month period is performed to ensure that families are eligible and selected according to the Administrative Plan. Preferences (if applicable) will be formally verified during this process. Each applicant is required to disclose and submit documentation to verify the complete and accurate Social Security number assigned to the applicant and to each member of the applicant's household who is at least six years of age or to sign a certification stating they have no number. A certification is signed attesting to citizenship status and documentation is requested regarding each household member's citizenship status or eligible immigration status.

The returned forms are forwarded to the third parties for completion. Verbal documentation, in person or by telephone, may also be used, and records of facts, date of contact, and source of information, will be attested to. Direct third-party verification (not handled by the applicant) provides the most reliable verification of the applicant's statements. If third party verification has not been returned within two weeks, other methods, including, but not limited to viewing pay stubs, bank statements and oral verifications will be obtained and filed. If a file has been prepared for initial issuance and more than ninety (90) days has elapsed, causing the information to be outdated, phone verifications will be used

to verify if the information has changed since the third-party verification was completed.

The income and expenses allowed for each household are described by HUD through Federal regulations and no deviation from these will be permitted. Over-the-counter medical items will be verified by a medical professional. Mileage expenses for medical needs will be verified by the tenant. CHA will use the current IRS rate for mileage expenses.

Birth certificates will be obtained from applicants and participants to correctly identify eligibility for deductions and allowances. Acceptable alternative documents will be a valid driver's license, a valid passport, verification from the DHHS office which is based on copies of the birth certificates that are on file, copy of the TASS report, or a copy of the Social Security benefit award notice.

## **8.0 DETERMINING ANNUAL INCOME**

Annual income means all amounts, monetary or non-monetary, 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 twelve (12) month period following admission or annual reexamination effective date; and
- C. Are derived from assets to which any member of the family has access that are not specifically excluded by federal regulations; and
- D. Are not specifically excluded from annual income.

If it is not feasible to anticipate a level of income over a twelve (12) month period (e.g. seasonal or cyclic income), or the Concord Housing Authority believes that past income is the best available indicator of expected future income, Concord Housing Authority may annualize the income anticipated for a shorter period, subject to a re-determination at the end of the shorter period.

## **8.1 AMOUNTS INCLUDED IN ANNUAL INCOME**

Annual income includes, but is not limited to:

- A. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commission, fees, tips and bonuses, and other compensation for personal services.
- B. 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 a reimbursement of cash or assets invested in the operation by the family.

- C. 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. Currently, the passbook savings rate is set at 1%.
- D. The gross amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, APTD, 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 payment. However, deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount are excluded from income, although they can be considered assets..
- E. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay. However, lump-sum payments from worker's compensation benefits are excluded from income, although they are considered assets.
- F. Temporary Aid To Needy Families (TANF/Welfare)
  - 1. For families who receive a TANF cash grant, rent is based on this assistance and set at \$293.00 per month (or other set amount as prescribed).
  - 2. When welfare benefits are verified to have been reduced because of welfare fraud or because of noncompliance with

economic self-sufficiency requirements, CHA must impute the welfare income.

- a. At the request of the Concord Housing Authority, the welfare agency will inform the Concord Housing Authority in writing of the amount and term of any specified welfare benefit reduction for a family member, and the reason for such reduction. They will also inform the Concord Housing Authority of any subsequent changes in the term or amount of such specified welfare benefit reduction. The Concord Housing Authority will use this information to determine the amount of imputed welfare income for a family. The rent amount will remain at \$293.00/month (or other set amount as prescribed) through the sanction.
  - b. The Concord Housing Authority will not include imputed welfare income in annual income if the family was not an assisted resident at the time of the sanction.
  - c. If the resident does not agree with the determination, the resident may grieve the decision in accordance with our grievance policy. The resident is not required to pay an escrow fee for the portion of the resident's rent attributable to the imputed welfare income in order to obtain a grievance hearing. Concord Housing Authority 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.
- G. Periodic and determinable allowances, such as alimony, child support payments, and regular contributions or gifts received from organizations or from persons, related or not, that are not residing in the dwelling.
- H. All regular pays, special pay, and allowances of a member of the Armed Forces. (Special pay to a member exposed to hostile fire is excluded.)
- I. Full amount received from athletic scholarships designated for housing costs (i.e. room and board).

- J. The regular, reoccurring disbursements from a Special Needs Trust to the family or on behalf of the family unless disbursements are for the specific reimbursement of medical needs.

## **8.2 AMOUNTS EXCLUDED FROM ANNUAL INCOME**

Annual income does not include the following:

- A. Income from employment of children (including foster children) under the age of 18 years. However, unearned income paid to a child (such as SSI) is counted as income.
- 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 income, 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. These amounts may be considered assets though.
- D. Amounts received by the families that are specifically for or in reimbursement of, the cost of medical expenses for any family member.
- E. Income of a live-in aide;
- F. The special pays to a family member serving in the Armed Forces who is exposed to hostile fire;
- G. 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 the Housing Authority or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the Concord Housing Authority governing board. 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;
- H. Temporary, non-recurring or sporadic income (including gifts). However, contributions to the household that are reliable and/or periodic will be counted as income.
- I. 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.
- J. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
- K. Adoption assistance payments in excess of \$480 per adopted child;
- L. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in the above list of excluded income apply. The following list of benefits is excluded income:
1. The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977 [7 USC 2017 (h)];
  2. Payments to volunteers under the Domestic Volunteer Service Act of 1973 [42 USC 5044 (g), 5088];  
Examples of programs under this Act include but are not limited to:

- The Retired Senior Volunteer Program (RSVP);
  - Foster Grandparent Program (FGP);
  - Senior Companion Program (SCP);
  - The Older American Committee Service Program; and
  - National Volunteer Antipoverty Programs such as VISTA, Peace Corps, Service Learning Program, and Special Volunteer Programs.
3. Small Business Administration Programs, such as the National Volunteer Program to Assist Small Business and Promote Volunteer Service to Persons with Business Experience, Service Corps of Retired Executives (SCORE), and Active Corps of Executives (ACE);
  4. Payments received under the Alaska Native Claims Settlement Act [43 USC 1626 (a)];
  5. Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes [25 USC 459e];
  6. Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program [42 USC 8624 (f)];
  7. Payments received under programs funded in whole or in part under the Job Training Partnership Act [29 USC 1552 (b)] ;
  8. Income derived from the disposition of funds of the Grand River Band of Ottawa Indians [Pub. L. 94-540, 90 Stat 2503-04]; and
  9. The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims [25 USC 1407-08], or from funds held in trust for an Indian Tribe by the Secretary of Interior [25 USC 117 (b), 1407].
- M. Deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts. This applies when the payments or lump-sum is being received as a delayed payment for the period of determining eligibility for benefits only. While not income, these lump sums are additions to assets;
- N. 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.

- O. 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;
- P. Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs [20 USC 1087 (uu)]. Examples of Title IV programs include but are not limited to:
1. Basic Educational Opportunity Grants (Pell Grants), Supplemental Opportunity Grants, State Student Incentive Grants, College Work Study, and Byrd Scholarships.
  2. Payments received from programs funded under Title V of the Older Americans Act of 1965 [42 USC 3056 (f)]: Examples of programs under this act include but are not limited to:
    - Senior Community Services Employment Program (CSEP);
    - National Caucus Center on the Black Aged;
    - National Urban League;
    - Association National Pro Personas Mayors;
    - National Council on Aging;
    - American Association of Retired Persons;
    - National Council on Senior Citizens; and
    - Green Thumb.
  3. Payments received after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established in the Agent Orange product liability litigation;
  4. Payments received under the Maine Indian Claims Settlement Act of 1980 (Pub. L. 96-420, 94 Stat. 1785);
  5. The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 [42 USC 9858 (q)];
  6. Earned income tax credit refund payments received on or after 1/1/91 [26 USC 32 (j)];
  7. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation;
  8. Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990;

9. Any allowance paid under the provisions of 38 USC 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran;
10. 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; and
11. Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998.

### **8.3 TREATMENT OF ASSETS**

The Housing Choice Voucher program does not have a dollar limit on the amount of assets a family can possess and still be eligible for the program, but the income produced by net family assets is counted as part of Annual Income.

Net family assets are the 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 lands, equity accounts in HUD homeownership programs, and necessary items of personal property such as furniture and automobiles. Certain lump sums a family receives, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlements for personal or property losses are excluded from Annual Income but are expressly identified as additions to family assets. Regular, reoccurring disbursements from a participant's Special Needs Trust will be counted as income unless disbursements are for the specific reimbursement of a medical need.

In accordance with HUD's waiver granted in regards to Notice PIH 2013-26, applicants and tenants can self-certify as to having assets of less than \$5,000.

### **8.4 EARNED INCOME DISALLOWANCE (EID)**

The disallowance functions as an income exclusion – that is, certain amounts of qualifying adults' verified income are not counted toward rent for a specified period. For a qualified resident, increases in income due to earnings are completely excluded in calculating rent for 12 months, after which, half the increased earnings are excluded for the following 12 months. The exclusion period can be interrupted, but in no case may the total number of months between the beginning of the exclusion and the final month of exclusion exceed

24 months. Each person can receive only one 24-month disallowance period during his or her lifetime.

The Earned Income Disallowance is only available for households under lease. It is not applicable at admission. Only adult household members with disabilities can qualify for the earned income disallowance.

There are three categories of individuals who qualify for the earned income disallowance:

1. A person whose annual income increases because of employment after having been previously unemployed for at least 12 months.
  - Those persons considered “previously unemployed” include those who have 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 (currently set at \$5.15/hr).
2. A person whose annual income increases because of new or increased earnings during participation in an economic self-sufficiency or other job-training program.
3. A person whose annual income increases due to new or increased earnings and has received either cash grants (of any amount) or at least \$500 worth of benefits or services from a qualified welfare program in the past six months. This includes persons who are already employed but who receive increases in income may qualify under this category if they have received welfare income or services in the previous six months.
  - The qualified family member must also be the TANF recipient to qualify under this EID provision.

Non-citizens who do not have eligible immigration status do not qualify for EID.

## **8.5 ADJUSTED INCOME**

After determining the annual income of the household, a set of mandatory statutory deductions is applied.

The statutory deductions are:

- A. \$480 for each member of the household that is not the Head or spouse, live-in aid, foster child or foster adult, but who is under 18 years of age and/or disabled, and/or a full-time student regardless of age;
- B. \$400 per household whose Head or spouse is 62 or older and/or disabled;

- C. The sum of the following, to the extent the sum exceeds three (3%) of annual income:
1. Actual unreimbursed medical expenses of any elderly family or disabled family. Medicaid Spenddowns will not be used as verification as a medical expense. IRS Publication 502 is used as a guide for determining allowable medical expenses; and
  2. Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed, 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 care or auxiliary apparatus.
- D. Reasonable childcare expenses for children under 13 years of age that is necessary to enable a member of the family 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.
1. In cases where the childcare is needed to enable a family member to further his/her education, there is no cap on the childcare cost as long as it deemed reasonable by CHA.
  2. In cases where the family member also qualifies for EID, the amount of qualified childcare expenses is capped at the actual amount of income being included in annual income.

## **9.0 VERIFICATION STANDARDS**

CHA is required by HUD regulations to verify information related to income, assets, preferences, deductions, and screening of applicants and residents families (24 CFR § 5.617 and 960.259). Verification ensures both the housing authority and the family that all information contained in an application or family report, including that information used to determine eligibility and income-based rent calculations is accurate.

Reasonable costs associated with obtaining verifications will be covered by CHA.

Examples of information CHA will verify include, but are not limited to the following:

Eligibility for admission, such as:

- Income, assets and asset income (24 CFR § 5.609);
- Divested assets (24 CFR § 5.609);
- Family composition (24 CFR § 5.403);
- Social Security numbers (24 CFR §5.216);
- Citizenship or Eligible Immigration Status (24 CFR § 5.508); and
- Required criminal history review (24 CFR § 960.204).

Local preferences such as:

- Income targeting, income tiers, deconcentration, broad range of income goals;
- Preference for workers or those attending school;
- Veteran or serviceperson status – not specified in the regulations; and
- Living, working or being hired to work in the PHA's jurisdiction.

Deductions such as:

- Family members (other than head or spouse) under age 18;
- Age, or disability of family head or spouse;
- Disability of family members other than head or spouse;
- Full time student status of family members other than head or spouse;
- Child care costs;
- Disability assistance expenses (working families only); and
- Unreimbursed medical costs (Elderly and Disabled Families only).

Standards for Applicant Selection Criteria such as:

- Documented ability to abide by PHA lease requirements;
- Landlord references;
- Home visits;
- Credit checks;
- Previous history of tenancy, rent paying, caring for a home;
- Utility history; and
- Criminal history of all adult family members.

## **9.1 VERIFICATION OF SOCIAL SECURITY NUMBERS**

Prior to admission, each family member who has a Social Security number and who is at least six (6) years of age must provide verification of his or her Social Security number. New family members at least six (6) years of age must provide this verification prior to being added to the lease. Children in assisted households must provide this verification at the first regular reexamination after turning six.

The best verification of the Social Security number is the original Social Security

card. If the card is not available, the Concord Housing Authority will accept letters from the Social Security Agency that establishes and states the number. Documentation from other governmental agencies will also be accepted that establishes and states the number. Driver's licenses, military IDs, passports, or other official documents that establish and state the number are also acceptable.

If an individual states that they do not have a Social Security number, they will be required to sign a statement to this effect. The Concord Housing Authority 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 housed until verification is provided.

If a member of the applicant family refuses to disclose their Social Security number, they are not deemed eligible for public housing.

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 sixty (60) days to provide the verification. If the individual is at least 62 years of age, they will be given one hundred and twenty (120) days to provide the verification. If the individual fails to provide the verification within the time allowed, the family will be denied housing or their lease terminated.

## **9.2 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS**

The citizenship/eligible non-citizen status of each family member regardless of age must be determined.

Prior to being admitted, or at the first reexamination, all citizens and nationals will be required to sign a declaration of Section 214 status under penalty of perjury. For an adult, the adult must sign the declaration. For a child, the declaration must be signed by an adult (who will be residing in the unit) who is responsible for the child. All new adult and child additions to the household also must have their status determined prior to admission to the household. Evidence of eligible immigration status is required only once for each household member during continuously assisted occupancy.

Citizens and nationals will be required to show proof of their status by such means as a social security card, birth certificate, passports, military ID, or military DD 214 Form accompanied by a photo ID.

Prior to being admitted, all eligible noncitizens that are 62 years of age must sign a declaration of Section 214 status under penalty of perjury. They will also need to show proof of age.

Prior to being admitted, all eligible noncitizens younger than age 62 must sign a declaration of their eligible immigration status and provide one of the following:

- Alien Registration Receipt Card
- Arrival-Departure Record, with one of the following annotations:
  - Admitted as Refugee Pursuant to Section 207;
  - Section 208;
  - Asylum;
  - Section 243(h);
  - Deportation stayed by Attorney General; or
  - Paroled Pursuant to Section 212(d)(5) of the INA.
- Unannotated Arrival-Departure Record, with one of the following:
  - Final court action granting asylum, if no appeal is taken;
  - Letter from INS asylum officer or district director granting asylum;
  - Court decision granting withholding of deportation; or
  - Letter from asylum officer granting withholding of deportation.
- Temporary Resident card, annotated: Section 245A” or “Section 210”
- Employment Authorization Card, annotated “Provision of Law 274a.12(11)” or “Provision of Law 274a.12”
- Receipt issued by the INS indicating that the application for issuance of a replacement document in one of the above-listed categories has been made and the applicant’s entitlement to the document has been verified.
- Their original Immigration and Naturalization Service (INS) Documentation.
- Any other acceptable forms as published in the Federal Register by INS.

CHA will make a copy of the individual’s INS documentation and place the copy in the file. INS status will also be verified through the INS SAVE system. If the INS SAVE system cannot confirm eligibility; the Concord Housing Authority will mail information to the INS in order that a manual check can be made of INS record.

Family members who do not claim to be citizens, nationals or eligible immigrants, or whose status cannot be confirmed, must be listed on a statement of non-eligible members and the head of the household must sign the list

Non-citizen students on student visas, though in the country legally, are not eligible to be admitted to public housing.

If no family member is determined to be eligible under this section, the family's eligibility for public housing will be denied.

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

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

### 9.3 ACCEPTABLE FORMS OF VERIFICATION

CHA requires third party verification of income for families who pay an income-based rent under HUD regulations, 24 CFR Parts 960.259(c) and 982.516(a). CHA documents in the tenant's file independent third party verification (or the reason why third party verification was not available) of reported family income, the value of assets, expenses related to deductions from income and other factors affecting adjusted income. The following procedure will be used in verifying required information in the order prescribed:

- A. **Upfront Income Verification:** The verification of income, before or during a family reexamination, through an independent source that systematically and uniformly maintains income information in computerized form for a large number of individuals.
- B. **Written Third Party Verification:** Independent verification of income and/or expenses by contacting the individual income/expense source(s) supplied by the family. The verification documents must be supplied directly to the independent source by CHA and be returned directly to CHA from the independent source.
- C. **Oral Third Party Verification:** Independent verification of income and/or expenses by contacting the individual income/expense source(s) supplied by the family, via telephone or in-person visit. CHA will document in the tenant file, the date and time of the telephone call, the name of the person contacted and telephone number, along with the confirmed verified information. CHA will implement this technique after documenting two (2) attempts at obtaining written third party verification.
- D. **Document Review:** CHA reviews original provided by the tenant documents that are no more than sixty (60) days old in support of their declaration during certification. This verification method can only be used as the sole source of income verification when third party verification

cannot be obtained. When CHA resorts to reviewing tenant-provided documents, CHA must document in the tenant file why third party verification was not available.

Below is a summary of some acceptable participant-provided documents:

- Consecutive and original pay stubs
- Social Security Administration award letter
- Bank statements
- Pension benefit statements
- Temporary Assistance to Needy Families (TANF) award letter
- Other official and authentic documents from a Federal, State, or local agency.

E. **Tenant Certification:** The tenant submits an affidavit or notarized statement of reported income and/or expenses. This verification method should be used as a last resort when all other verification methods are not possible. CHA must document in the tenant file why third party verification was not available.

#### 9.4 TYPES OF VERIFICATION

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

Verification Requirements for Individual Items		
Item to Be Verified	3 <sup>rd</sup> party verification	Hand-carried verification
<b>General Eligibility Items</b>		
Social Security Number	Letter from Social Security, electronic reports	Social Security card
Citizenship	N/A	Signed certification, voter's registration card, birth certificate, etc.
Eligible immigration status	INS SAVE confirmation #	INS card
Disability	Letter from medical professional, SSI, etc.	Proof of SSI or Social Security disability payments
Full time student status (if >18)	Letter from school	For high school students, any document evidencing enrollment

<b>Verification Requirements for Individual Items</b>		
<b>Item to Be Verified</b>	<b>3<sup>rd</sup> party verification</b>	<b>Hand-carried verification</b>
Need for a live-in aide	Letter from doctor or other professional knowledgeable of need and requirements of that need.	N/A
Child care costs	Letter from care provider	Bills and receipts
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
<b>Value of and Income from Assets</b>		
Savings, checking accounts	Letter from institution	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	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	N/A	Original receipt and receipt at disposition, self affidavit,

Verification Requirements for Individual Items		
Item to Be Verified	3 <sup>rd</sup> party verification	Hand-carried verification
value		other evidence of worth
<b>Income</b>		
Earned income	Letter from employer	Multiple pay stubs
Self-employed	N/A	Tax return from prior year, books of accounts, self affidavit
Regular gifts and contributions	Letter from source, letter from organization receiving gift (i.e., if grandmother pays day care provider, the day care provider must state so state)	Bank fees, other similar evidence
Alimony/child support	Court order, letter from source, letter from Human Services	Record of fees, divorce decree
Periodic payments (i.e., social security, welfare, pensions, workers compensation, 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"> <li>- whether enrolled or completed</li> <li>- whether training is HUD-funded</li> <li>- whether Federal, State, local govt., or local program</li> <li>- whether it is employment training</li> <li>- whether it has clearly defined goals and objectives</li> <li>- whether program has supportive services</li> <li>- whether payments are for out-of-pocket expenses incurred in order to participate in a program</li> <li>- date of first job after program completion</li> </ul>	N/A  Evidence of job start

## **9.5 EXPIRATION OF ACCEPTABLE VERIFICATION**

CHA will use only verified information that is less than ninety (90) days old for admissions or recertification. Verified information obtained after application intake that is less than ninety (90) days old need not be re-verified. Verifications may be extended for an additional thirty (30) days with a telephone update. (A record of the update, including the name and title of the individual contacted, will be placed in the applicant's file.)

Verified information not subject to change (such as a person's date and place of birth) need not be re-verified. Information obtained that is subject to change, and for which verifications are more than ninety (90) days old, will be re-verified.

## **10.0 ENTERPRISE INCOME VERIFICATION SYSTEM (EIV)**

The purpose of HUD's EIV System is to make integrated income data available from one source, via the Internet, for PHAs to use to improve income verification.

### **Benefits of the EIV System:**

1. Increases the efficiency and accuracy of income and rent determinations;
2. Reduces incidents of underreported and unreported housing income;
3. Removes the barriers to verifying tenant-reported income;
4. Addresses material weaknesses in a PHA's reexamination process and program operations; and
5. Assures that more eligible families are able to participate in the program.

### **EIV System Uses and Capabilities:**

1. Provides wage, unemployment, and Social Security Administration (SSA) benefit information through a data matching process for households covered by a HUD-Form 50058 and maintained in the Public Housing Information Center (PIC) database;
2. Allows PHAs to view quarterly wage, employer information, unemployment benefit payments, monthly Social Security and Supplemental Security Income benefits, and Medicare deductions and/or buy-ins for tenants within the PHA's jurisdiction;
3. Provides income discrepancy reports to identify families who may have substantially underreported household income.

### **Income Discrepancy Resolution:**

In cases where EIV income data is substantially different than tenant-reported income, CHA shall follow the guidelines below:

- HUD has established the criteria for what constitutes a *substantial difference* in cases where UIV income data differs from tenant-provided and/or other verified income information. HUD defines a *substantial difference* as one that is \$200 or more per month
- CHA shall request written third party verification from the discrepant income source, in accordance with 24 CFR 5.236(3)(i).
- CHA should review historical income data for patterns of employment, paid benefits, and/or receipt of other income, when CHA can not readily anticipate income, such as in cases of seasonal employment, unstable working hours, and suspected fraud.
- CHA must analyze all data (EIV data, third party verification and other documents/information provided by the family) and attempt to resolve the income discrepancy.
- CHA will use the most current verified income data (and historical income data if appropriate) to calculate anticipated annual income.

If the tenant disputes EIV Social Security (SS)/ Supplemental Security Income (SSI) benefit data, CHA will request the tenant to provide CHA with a current, original Social Security Administration (SSA) notice or benefit letter within 10 business days of the interview date. The tenant may contact SSA at 1-(800) 772-1213 or visit their local SSA office.

Below are the steps CHA will take to resolve income discrepancies that have been reported on the ETR, or when other information is received of underreported household income:

1. Request written third party verification of any income source allowed using the HUD Release Form 9886;
2. Confirm effective dates of unreported income source;
3. Notify the tenant in writing of the discrepancy;
4. Request current documents from the tenant, i.e. original, current and consecutive pay stubs, original SSA benefit verification letter, etc.;
5. In cases where CHA obtains additional income information via the EIV system (and verifies the verification data with the tenant and/or 3rd party source) that would result in a more accurate income determination, CHA will adjust the rent accordingly to reduce the occurrence of improper subsidy payments;
6. In cases where CHA confirms that the tenant failed to report income source(s), CHA will determine

retroactive rent due to CHA and execute a repayment agreement with the tenant or terminate housing assistance.

**EIV Security Policy:**

CHA will use the EIV system to view monthly new hire information, quarterly wage, employer information, quarterly unemployment benefit payments, monthly Social Security (SS) and Supplemental Security Income (SSI) benefits, and Medicare deductions and/or buy-ins for tenants. CHA will also use the income discrepancy reports to identify families who may have substantially underreported household income.

EIV reports will be maintained in tenant's files and securely placed in metal file cabinets in a locked room. EIV records (both electronic and paper) and the information contained in them must be used only for their intended purpose (the administration of Federal rental assistance programs and determining tenant income eligibility) to avoid unintentional disclosures of personal private information, which would be a violation the Privacy Act of 1974.

EIV information will not be stored on any User's PC hard drive, diskette, or CD. EIV may alleviate the need for 3<sup>rd</sup> party verifications when there is not a substantial difference between EIV and tenant-reported income:

- If EIV income data is less than **current** tenant-provided documentation, CHA will use tenant-provided documents to calculate anticipated annual income.
- If EIV income data is more than **current** tenant-provided documentation, CHA will use EIV income data to calculate anticipated annual income **unless** the tenant provides CHA with documentation of a change in circumstances (i.e. change in employment, reduction in hours, etc.). Upon receipt of acceptable tenant-provided documentation of a change in circumstances, CHA will use tenant-provided documents to calculate anticipated annual income.

**Improper Disclosures of EIV Information:**

Any issue regarding the possible disclosure to third parties of information from EIV files, including records derived from those files and case files in which EIV data has been incorporated should be referred to the program administrator security officer or designee responsible (in writing). If a security violation may already have occurred such as improper disclosure of information to a third party, the program administrator's security officer or designee should notify program administrator's security administrator and/or the HUD Office of Inspector General.

The following contacts will be made:

- The program administrator security officer should contact and provide the Executive Director or the designee with the written documentation;
- The Executive Director or the designee should provide the HUD Field Office Public Housing Director with the written documentation; and,
- The HUD Field Office Public Housing Director upon receipt of the written documentation will make a determination regarding the referral and the provision of the written documentation to the Headquarters EIV Coordinator and/or EIV Security Officer for further review and follow-up action

**Disposal of EIV Information:**

In compliance with HUD Handbook Nos. 2225.6 REV-1, CHG-49, 2228.1 and 2229.1 for HUD Records Disposition Schedules and Scheduling for Automated Systems, CHA will properly dispose of EIV information when the record is no longer needed. EIV information shall be shredded to effect 5/16 inch wide or smaller strips.

**Penalties for Unauthorized Use:**

All users will read and sign the EIV Rules of Behavior and User Agreement which specify the civil and criminal penalties if there is willful unauthorized use of the EIV system. Users that are found to have inappropriately used the EIV system will face disciplinary action including, but not limited to, verbal or written warnings, removal of system access for a period of time, reassignment to other duties or termination of employment.

Other civil and criminal penalties as described in the Privacy Act of 1974 apply for misuse of EIV information.

**11.0 REPAYMENT AGREEMENTS**

- A. Paybacks will be offered to participants in accordance with CFR 982.552(c)(vii). Participants will not be allowed to have more than one payback currently outstanding. The older debt must be paid in full prior to the offer of a new payback.
- B. Participants who are two months or more delinquent in their payback at the time of request for a transfer will have to pay the payback in full before a transfer voucher can be issued. Those who are current with their paybacks are eligible for a transfer voucher. After they have moved or transferred to another Housing Authority, they must remain current in their payback or their assistance will be terminated.
- C. The maximum length of time allowed and minimum amount due schedule for repayment is as follows:

<b>Minimum Payment</b>	<b>Payback Range</b>	<b>Maximum Time</b>
\$10.00	Up to \$360.00	3 Years
\$10.00-\$15.00	\$361.00-\$720.00	4 Years
\$15.00-\$20.00	\$721.00-\$1080.00	4.5 Years
\$20.00-\$30.00	\$1081.00-\$1800.00	5 Years
\$30.00	\$1801 on up	6 Years

- D. Monthly statements will not be sent to participants. Once a payback becomes one month behind, the notice of delinquency is sent. If the payback is not brought current by the 20th of the next month, the notice of termination is sent. At that time the payback is two payments delinquent. Assistance will be terminated, the payback is considered in default, and the default will be pursued in small claims court. If the participant chooses to bring the payback current, they are only allowed to do so a maximum of three times per calendar year, in agreement with the NH State law on curing evictions.
- E. CHA reserves the right to withhold utility reimbursements for repayment of a payback debt, if appropriate. The Director of Housing will decide if the payment should be withheld and the amount to be withheld.

## **12.0 ISSUANCE OF VOUCHER; REQUEST FOR APPROVAL OF TENANCY**

Once all family information has been verified, their eligibility determined, their subsidy calculated, and they have attended the family briefing, the Concord Housing Authority will issue the voucher. At this point the family begins their search for a unit.

When the family finds a unit that the owner is willing to lease under the program, the family and the owner will complete and sign a proposed lease, the HUD required tenancy addendum and the request for approval of the tenancy form. The terms of the HUD tenancy addendum shall prevail over any other provisions of the lease. The family will submit the proposed lease and the request form to the Housing Authority during the term of the voucher. The Housing Authority will review the request, the lease, and the HUD required tenancy addendum and make an initial determination of approval of tenancy. The Housing Authority 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, the Housing Authority will schedule an appointment to inspect the unit within 15 days after the receipt of inspection request from the family and owner. The 15-day period is suspended during any period the unit is unavailable for inspection. The Housing Authority will promptly notify the owner and the family whether the unit and tenancy are approve.

During the initial stage of qualifying the unit, the Housing Authority will provide

the prospective owner with information regarding the program. Information will include Housing Authority and owner responsibilities for screening and other essential program elements.

Additional screening is the responsibility of the owner. Upon request by a prospective owner, the Housing Authority 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.

## **12.1 TERM OF THE VOUCHER**

The initial term of the voucher will be sixty (60) days and will be stated on the Housing Choice Voucher.

The Housing Authority may grant one or more extensions of the term, but the initial term plus any extensions will not exceed one hundred and twenty (120) calendar days from the initial date of issuance without an extraordinary reason. 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.

### **Factors which will be considered regarding a request for an extension include the following:**

1. Extenuating circumstances of the family such as death or illness, which prevented the family from finding a unit.
2. Previous submissions of Request for Tenancy Approvals which were disapproved.
3. Family size or other special requirements which made it difficult to find a unit.
4. Evidence of serious attempt made to secure housing in the form of a list of landlords contacted during the search time.

If the family includes a person with disabilities and the family requires an extension due to the disability, the Housing Authority will grant an extension allowing the family the full one hundred and twenty (120) days search time. If the Housing Authority determines that additional search time would be a reasonable accommodation, the Housing Authority will request HUD to approve an additional extension.

Upon submittal of a completed request for approval of tenancy form, the Concord Housing Authority will suspend the term of the voucher. The term will be in suspension until the date the Housing Authority provides notice that the request has been approved or denied. This policy allows families the full term (60 days, or more with extensions) to find a unit, not penalizing them for the period during which the Housing Authority is taking action on their request. A family may submit a second request for approval of tenancy before the Housing Authority

finalizes action on the first request. In this case the suspension will last from the date of the first submittal through the Housing Authority's action on the second submittal. No more than two requests will be concurrently considered.

Should the voucher expire and the household has been unsuccessful in locating a unit, the file will be inactivated as of the expiration date. If the household requests to go back on the waiting list, they will need to complete a new application to be added to the waitlist.

**Helping Families Facing Discrimination:** A family that claims that illegal discrimination has prevented them from leasing a unit will be referred to the Fair Housing Project of New Hampshire Legal Assistance and will be directed to fill out the Discrimination Form in their briefing packet and to mail it to HUD. If the person is not a voucher holder from CHA, they will be referred to the Fair Housing Project of New Hampshire Legal Assistance and a Discrimination Form will be sent.

### **13.0 APPROVAL TO LEASE A UNIT**

Once a family finds a suitable unit and the owner is willing to lease the unit under the program, the family must request tenancy approval from CHA. The family must submit two documents to CHA: a request for tenancy approval and an unexecuted copy of the lease, including the HUD-prescribed tenancy addendum. The family must submit both documents no later than the expiration date stated on the voucher. The Concord Housing Authority will approve a lease if all of the following conditions are met:

- A. The unit is eligible.
- B. The unit is inspected by the Housing Authority and passes HQS.
- C. The lease is approved and includes the following:
  - 1. The names of the owner and the tenant;
  - 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
  - 6. The required HUD tenancy addendum.
- D. The rent to owner is reasonable.
- E. For families receiving housing choice voucher program assistance for the first time, and where the gross rent of the unit exceeds the applicable

payment standard for the family, CHA must ensure that the family share does not exceed 40 percent of monthly-adjusted income. This cap is referred to as the maximum initial rent burden.

- F. Certification that the owner is not the parent, child, grandparent, grandchild, sister or brother of any member of the family, unless CHA has granted a request for reasonable accommodation for a person with disabilities who is a member of the tenant household.
- G. For units constructed prior to 1978, owners must either 1) certify that the unit, common areas, and exterior have been found to be free of lead-based paint by a certified inspector; or 2) attach a lead-based paint disclosure statement.
- H. The owner has not been found to be debarred, suspended, or subject to a limited denial of participation by HUD or the Housing Authority; and
- I. The family continues to meet all eligibility and screening criteria.

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

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

In no case will the contract be executed later than sixty (60) days after the beginning of the lease term. Any contract executed after the sixty (60) day period will be void and the Housing Authority will not pay housing assistance to the owner.

### **13.1 CONCORD HOUSING AUTHORITY DISAPPROVAL OF OWNER**

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

- A. The owner has violated any obligations under a Housing Choice Voucher Housing Assistance Payments Contract.
- B. The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program.

- C. The owner has engaged in drug-related criminal activity or any violent criminal activity.
- D. The owner has a history or practice of non-compliance with HQS for units leased under the Housing Choice Voucher or with applicable housing standards for units leased with project-based assistance or leased under any other Federal housing program.
- E. The owner has a history or practice of renting units that fail to meet State or local codes.
- F. The owner has not paid State or local real estate taxes, fines, or assessments.
- G. 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, Concord Housing Authority employees or owner employees; or
  - 2. Residences by neighbors.
- H. 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 voucher (currently shopping) unless the Concord Housing Authority determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities; or
- I. Other conflicts of interest under Federal, State, or local law.

Appeals of a decision to disqualify an owner should be directed to the Director of Housing.

**Owner Disapproval Appeal Process:**

- 1. If CHA denies an owner participation in the Housing Choice Voucher Program the owner must be given notice of the decision in writing.
- 2. The notice must contain a brief statement of the reasons for the decision and how to request any appeal.
- 3. An appeal must be requested in writing to the Director of Housing within five (5) days of the denial.
- 4. The appeal will be conducted by an employee of the Authority or other qualified person designated by CHA. The person conducting

the appeal will not be the person who made the decision or a subordinate of that person.

5. The owner will have the opportunity to present objections to the decision in the manner prescribed by CHA. All objections must be received within five (5) days from the notice of appeal.

Judgment will be based on:

1. Whether the Authority has correctly followed the 24 CFR pertaining to the situation, specifically 24 CFR 982.306;
2. Whether the Authority followed the Administrative Plan policies.

If the person conducting the appeal finds that the decision was correct, the denial is upheld. If the person conducting the appeal finds that the decision did not follow regulation or policy, the denial is reversed and the process for approval may continue.

### **13.2 ELIGIBLE HOUSING TYPES**

The following types of housing cannot be assisted under the Housing Choice Voucher Program:

- A. A public housing or Indian housing unit;
- B. A unit receiving project-based assistance;
- 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; and
- G. A unit receiving any duplicative Federal, State, or local housing subsidy. This does not prohibit renting a unit that has a reduced rent because of a tax credit.

The Concord Housing Authority will not approve a lease for any of the following special housing types, except as a reasonable accommodation for a family with disabilities:

- A. Congregate housing
- B. Group homes
- C. Shared housing
- D. Cooperative housing expect
- E. Single room occupancy housing

Units owned or substantially controlled by the PHA administering the ACC for the housing choice voucher may be leased under the housing choice voucher program only if the following conditions are satisfied:

- Unit is not ineligible housing, as described above; and
- PHA informs the family, both orally and in writing, that the family has the right to select any eligible unit available for lease, and the family selects the PHA-owned unit freely, without pressure or steering.

### **13.3 CONCORD HOUSING AUTHORITY OWNED HOUSING**

Units owned by the Concord Housing Authority and not receiving subsidy under any other program are eligible housing units for Housing Choice Voucher holders. In order to comply with Federal regulation, the Concord Housing Authority will do the following:

- A. The Concord Housing Authority will make available through the briefing process both orally and in writing the availability of Concord Housing Authority owned units (notification will also include other properties owned/managed by the private sector available to Housing Choice Voucher holders).
- B. The Concord Housing Authority will obtain the services of an independent entity to perform the following Concord Housing Authority functions:
  - 1. Determine rent reasonableness for the unit. The independent entity will communicate the rent reasonableness determination to the family and the Concord Housing Authority.
  - 2. To assist the family in negotiating the rent.
  - 3. To inspect the unit for compliance with HQS.

- C. The Concord Housing Authority will gain HUD approval for the independent agency/agencies utilized to perform the above functions.
- D. The Concord Housing Authority will compensate the independent agency/agencies from our ongoing administrative fee income.
- E. The Concord Housing Authority, or the independent agency/agencies, will not charge the family any fee or charge for the services provided by the independent agency.

#### **14.0 SECURITY DEPOSIT**

The family is responsible for any security deposit requested by the owner. Owners *may* collect a security deposit but are not required to do so, and amounts collected may vary.

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.

#### **15.0 MOVES WITH CONTINUED ASSISTANCE**

Participating families are allowed to move to another unit after the initial twelve (12) months has expired, if the landlord and the participant have mutually agreed to terminate the lease, or if the Housing Authority has terminated the HAP contract. Families wishing to move, but not required to move, may receive a transfer voucher to "shop for a new unit". The Authority will limit the number of "at will" moves from one apartment to another for Voucher households to one per twelve (12) month period. If a household has good cause for moving, then a request may be submitted to the Director of Housing for review and approval.

CHA will not consider any break in assistance when determining eligibility for receipt of a transfer voucher. It is CHA's policy to issue a transfer voucher when payment is stopped for HQS violations and the family has sixty (60) days to locate a new unit. The family may be eligible for extensions in accordance with policy set forth above and they may be eligible to suspend the voucher in accordance with the policy set forth above. Those transferring from project-based assistance to tenant-based assistance will not be allowed to have a gap in assistance and still be considered eligible under the definition of Continuously Assisted under the 1937 Housing Act.

## **15.1 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 sixty (60) days. 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 the Concord Housing Authority'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 the Concord Housing Authority 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 the Concord Housing Authority will be considered a violation of Family Obligations and may cause the family to be terminated from the program.

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

## **16.0 PORTABILITY**

An eligible family that has been issued a housing choice voucher and has leased up within CHA's jurisdiction for at least twelve (12) months may use that voucher to lease a unit anywhere in the United States where there is a housing agency operating a housing choice voucher program. This feature of the program is referred to as portability.

### **16.1 GENERAL PORTABILITY POLICIES**

Families will be given information regarding portability procedures during their initial briefing and upon request.

A family that has not yet leased a unit under the Housing Choice Voucher program is eligible for portability if the head of household or spouse was a resident of CHA's jurisdiction at the time the application for assistance was submitted. A "resident", for the purpose of determining eligibility for portability, is

a person who has a legal domicile in the jurisdiction. CHA will ask for a lease, school records, voter registration, or other similar documentation for proof of residency.

A non-resident family will be required to initially lease a unit with its Housing Choice Voucher within CHA's jurisdiction. The lease term will not be less than twelve (12) months.

Families participating in the Housing Choice Voucher program will not be allowed to move more than once in any twelve (12) month period whether under portability or within CHA's jurisdiction. Only under extraordinary circumstances may the Concord Housing Authority consider allowing more than one move in a twelve (12) month period.

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, the Concord Housing Authority will terminate assistance in compliance with Administration Plan Policy.

## **16.2 INCOME ELIGIBILITY**

A regular admissions family exercising portability when it uses its voucher for the first time must be within the application income limits for CHA jurisdiction. Income limits do not affect the eligibility of a *participant* family exercising portability, however, the family's TTP must be less than the payment standard at the receiving PHA for the family to lease within that PHA's jurisdiction.

## **16.3 PORTABILITY PROCEDURES**

### **When the Concord Housing Authority is the Initial Housing Authority:**

1. The Concord Housing Authority will brief the family on the process that must take place to exercise portability.
2. The Concord Housing Authority will determine whether the family is income-eligible in the area where the family wants to lease a unit (if applicable).
3. The Concord Housing Authority will advise the family how to contact and request assistance from the Receiving Housing Authority.

4. The Concord Housing Authority will, within ten (10) calendar days, notify the Receiving Housing Authority to expect the family and send the receiving PHA a completed form HUD-52665, Family Portability Information form, copies of the family's voucher, the current form HUD-50058 and supporting income verifications either by mail or facsimile machine.

When there is more than one PHA administering a housing choice voucher program within the jurisdiction where the portable family wants to move, CHA has the authority to select the receiving PHA.

**When the Concord Housing Authority is the Receiving Housing Authority:**

1. When the portable family requests assistance from the Concord Housing Authority, the Concord Housing Authority will within ten (10) calendar days inform the Initial Housing Authority whether it will bill the Initial Housing Authority for assistance on behalf of the portable family, or absorb the family into its own program.
2. The Concord Housing Authority will issue a voucher to the family. The term of the Concord Housing Authority's voucher will not expire before the expiration date of any Initial Housing Authority's voucher. The Concord Housing Authority will determine whether to extend the voucher term. The family must submit a request for tenancy approval to the Concord Housing Authority during the term of the Concord Housing Authority's voucher.
3. The Concord Housing Authority will determine the family unit size for the portable family. The family unit size is determined in accordance with the Concord Housing Authority's subsidy standards.
4. The Concord Housing Authority will within ten (10) calendar days notify the Initial Housing Authority if the family has leased an eligible unit under the program, or if the family fails to submit a request for tenancy approval for an eligible unit within the term of the voucher.
5. If the Concord Housing Authority opts to conduct a new reexamination, the Concord Housing Authority 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.
6. In order to provide tenant-based assistance for portable families, the Concord Housing Authority will perform all Housing Authority program functions, such as reexaminations of family income and

composition. At any time, either the Initial Housing Authority or the Concord Housing Authority may make a determination to deny or terminate assistance to the family in accordance with 24 CFR 982.552.

7. The Concord Housing Authority may deny or terminate assistance for family action or inaction in accordance with 24 CFR 982.552 and 24 CFR 982.553.

### **Absorbing the Portable Family:**

If funding is available under the consolidated ACC for the Concord Housing Authority's Voucher Program and it is deemed advantageous for CHA when the portable family is received, the Concord Housing Authority will absorb the family into its Voucher Program. After absorption, the family is assisted with funds available under the consolidated ACC for the Concord Housing Authority's Tenant-Based Program.

### **Administering the Portable Family:**

1. To cover assistance for a portable family, the Receiving Housing Authority may bill the Initial Housing Authority for housing assistance payments and administrative fees. The billing procedure will be as follows:
  - a. As the Initial Housing Authority, the Concord Housing Authority will promptly reimburse the Receiving Housing Authority for the full amount of the housing assistance payments made by the Receiving Housing Authority for the portable family. The amount of the housing assistance payment for a portable family shall not exceed CHA's payment standard.
  - b. CHA will promptly reimburse the Receiving Housing Authority for \$10.00 of the Initial Housing Authority's on-going administrative fee for each unit month that the family receives assistance under the tenant-based programs and is assisted by the Receiving Housing Authority. If both Housing Authorities agree, we may negotiate a different amount of reimbursement.
2. A PHA that decides to administer a housing voucher may change that decision and decide to absorb at any time in the future.
3. When a portable family moves out of the tenant-based program of a Receiving Housing Authority that has not absorbed the family, the

Housing Authority in the new jurisdiction to which the family moves becomes the Receiving Housing Authority, and the first Receiving Housing Authority is no longer required to provide assistance for the family.

## **17.0 RENT AND HOUSING ASSISTANCE PAYMENT**

### **17.1 RENT REASONABLENESS METHODOLOGY**

**Rent reasonableness must be determined in all of the following instances:**

1. Before entering into a HAP contract. A HAP contract cannot be executed until the file has been documented that the rent to be charged is reasonable;
2. Before any increase in the rent to owner. A rent increase cannot be approved until the proposed rent is determined reasonable;
3. At any time cha determines it is necessary. At all times during the assisted tenancy, the rent to the owner may not exceed the most recently determined or re-determined reasonable rent amount;
4. If there is a 5% decrease in the published FMR in effect 60 days before the contract anniversary;
5. If directed by HUD.

**To determine Rent Reasonableness, CHA carries out the following tasks:**

1. New Hampshire Housing Finance Authority's (NHHFA) Rent Comparability Checklist is completed to insure that every assisted unit falls between the point/rent spread. The point/rent range is determined through NHHFA's Office of Planning and Policy's Rent Survey. The Director of Housing will complete this checklist based on the inspection of the unit and assign points for the following rent reasonableness factors: location, size, unit type, quality, age, accessibility to person with disabilities, amenities, facilities, management and maintenance provided by the owner. Rent will be determined reasonable if it falls within the point/rent range and the checklist is placed in the file reflecting the total points earned and the approved range. (See the following checklist, Rent Reasonableness Guidelines, and point assignment schedule for details on this process.)
2. In accordance with PIH Notice 2003-12, CHA uses the required information landlords provide when completing the Request for Tenancy Approval for their rents charged for unassisted units to determine Rent Reasonableness of similar assisted units.

3. CHA maintains monthly samples from the local newspaper and rental websites to monitor rental housing costs in the area.

The point value assigned to the nine criteria and how to assess them, are explained in an attachment with defining information to assist staff in remaining consistent. Location, quality, size, housing type, age of unit, accessibility for persons with disabilities, amenities provided by owner, facilities supplied by owner, and maintenance and management services provided by owner are all to be evaluated using the descriptions.

CHA will inform the household if the rent is unreasonable compared to rents being charged for comparable unassisted units when the unit falls outside the rent reasonableness point range. The landlord and household may be permitted to provide documentation to dispute this determination through an Informal Review or Grievance Hearing, as applicable. It is at CHA's discretion to accept documentation provided by any outside source that cannot be verified as accurate or genuine.

Each fiscal year, CHA must draw a random sample of participant files in order to document evidence that our procedures have been followed and that each rent to owner is reasonable.

## **17.2 MAXIMUM SUBSIDY**

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

For the Voucher Program, the minimum payment standard will be 90% of the FMR and the maximum payment standard will be 110% of the FMR without prior approval from HUD, or the exception payment standard approved by HUD.

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

### **Setting the Payment Standard**

The Statute requires that the payment standard be set by the Housing Authority at a range between 90 and 110% of the FMR without HUD's prior approval. The Concord Housing Authority's Board of Commissioners will review its determination of the payment standard annually after publication of the FMR's. The Concord Housing Authority Board will consider by bedroom size 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 a unit, and the percentage of annual income families are paying for rent under the

Voucher Program. It will also review and consider the Concord area specific economic data supplied by NHHFA. If it is determined that success rates will suffer or that families have to rent low quality units or pay over 40% of income for rent, the payment standard may be adjusted by bedroom size to the level judged necessary to alleviate these hardships.

The Concord Housing Authority 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 of 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, the Housing Authority 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. The Concord Housing Authority may consider adjusting payment standards at times other than the annual review when circumstances warrant.

Before increasing any payment standard, the Housing Authority 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.

### **Selecting the Correct Payment Standard for a Family:**

- 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.
- B. If the unit rented by a family is located in an exception rent area, the Housing Authority will use the appropriate payment standard for the exception rent area.
- C. During the HAP contract term for a unit, the amount of the payment standard for a family is the higher of:

1. The initial payment standard (at the beginning of the lease term) minus any amount by which the initial rent to owner exceeds the current rent to owner; or
  2. The payment standard as determined at the most recent regular reexamination of family income and composition effective after the beginning of the HAP contract term.
- D. At the next annual reexamination following a change in family size or composition during the HAP contract term and for any reexamination thereafter, paragraph C above does not apply.
- E. If there is a change in family unit size resulting from a change in family size or composition, the new family unit size will be considered when determining the payment standard at the next annual reexamination.

#### **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, the Housing Authority 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. The Housing Authority 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. The exception payment standard area(s) may not contain more than 50% of the population of the FMR area.

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

#### **Higher Payment Standard Amount as a Reasonable Accommodation:**

Although the housing choice voucher program does not generally allow unit-by-unit exceptions, CHA may establish a higher payment standard amount within the basic range as a reasonable accommodation for a family with a family member with disabilities.

### **17.3 ASSISTANCE AND RENT FORMULAS**

#### **A. Total Tenant Payment**

The total tenant payment is equal to the highest of:

1. 10% of the family's monthly income
2. 30% of the family's monthly-adjusted income
3. The Minimum monthly rent set at \$50.00 per month.
4. If the family is receiving payments for welfare assistance from a public agency and a part of those 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 those 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 this provision is the amount resulting from one application of the percentage.  
Plus any rent above the payment standard.

**B. Minimum Rent**

The Concord Housing Authority has set the minimum rent as \$50. However, if the family requests a hardship exemption, the Concord Housing Authority will suspend the minimum rent for the family beginning the month following the family's hardship request. The suspension will continue until the Housing Authority 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. A hardship exists in the following circumstances:

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

4. When the family has an increase in expenses because of changed circumstances, including medical costs, child care, transportation, education, or similar item; or
  5. When a death has occurred in the household.
- B. If the Housing Authority determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent to the Housing Authority for the time of suspension.
  - C. If the Housing Authority 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 days from the month following the date of the family's request. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. The Housing Authority will offer a reasonable repayment agreement for any minimum rent back payment paid by the Housing Authority on the family's behalf during the period of suspension.
  - D. If the Housing Authority determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists. Upon verification that the hardship no longer exists, the Housing Authority will offer a repayment agreement for any retroactive rent owed.
  - E. The family may use the grievance procedures to appeal the Housing Authority's determination regarding the hardship. No escrow deposit will be required in order to access the informal hearing procedures.

**C. Housing Choice Voucher Merged Vouchers**

1. The payment standard is set by the Housing Authority 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.
2. No participant when initially receiving tenant-based assistance on a unit shall pay more than 40% of their monthly-adjusted income if the gross rent exceeds the applicable payment standard.

**D. 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, the Concord Housing Authority 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. The Concord Housing Authority 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.

**E. Manufactured Home Space Rental**

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 the Housing Authority:
  - 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.

**F. 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. The Concord Housing Authority will grant each family a period of 6 months to find suitable affordable housing. If the family cannot find suitable affordable housing, the Concord Housing Authority will provide additional search periods up to the maximum time allowable.

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%.

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.

#### **17.4 UTILITY ALLOWANCE**

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

The utility allowance schedule is determined based on the typical cost of utilities and services paid by energy-conservative households that occupy housing of similar size and type in the same locality. In developing the schedule, the Housing Authority will rely on the NHHFA utility schedule for Merrimack County.

The Housing Authority 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. The Housing Authority maintains information supporting the annual

review of utility allowances and any revisions made in its utility allowance schedule. Participants may review this information at any time by making an appointment with the Concord Housing Authority.

The Housing Authority 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 the Housing Authority subsidy standards).

At each reexamination, the Housing Authority applies the utility allowance from the most current NHHFA utility allowance schedule.

The Housing Authority 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 is then still available to the family to pay the cost of their utilities. Any utility cost above the allowance is the responsibility of the tenant. Any savings resulting from utility costs below the amount of the allowance belong to the tenant.

## **17.5 DISTRIBUTION OF HOUSING ASSISTANCE PAYMENT**

The Housing Authority pays the owner the lesser of the housing assistance payment or the rent to owner. If payments are not made when due, the owner may charge the Concord Housing Authority a late payment, agreed to in the Contract and in accordance with generally accepted practices in the Concord jurisdiction if the following conditions apply:

- A. It is the owner's practice to charge such penalties for assisted and unassisted tenants; and
- B. The owner also charges such penalties against the tenant for late payment of family rent to the owner.

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

## **17.6 CHANGE OF OWNERSHIP**

The Concord Housing Authority requires a written request by the owner who executed the HAP contract in order to make changes regarding who is to receive the Concord Housing Authority's rent payment or the address as to where the rent payment should be sent.

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

- A. Deed 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. The Concord Housing Authority may withhold the rent payment until the taxpayer identification number is received.

## **18.0 INSPECTION POLICIES/HOUSING QUALITY STANDARDS/DAMAGE CLAIMS**

The Concord Housing Authority will inspect all units to ensure that they meet Housing Quality Standards (HQS). No unit will be initially placed on the Housing Choice Voucher 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.

The Concord Housing Authority 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 the Housing Authority to enter the unit and complete the inspection.

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

## **18.1 TYPES OF INSPECTIONS**

There are seven types of inspections the Concord Housing Authority 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 determine that the unit continues to meet HQS.
- C. Complaint Inspection - An inspection caused by the Authority receiving a complaint on the unit by anyone.
- D. Special Inspection - An inspection caused by a third party, i.e., HUD, needing to view the unit.
- E. Emergency - An inspection that takes place in the event of a perceived emergency. These will take precedence over all other inspections.
- F. Move Out Inspection (if applicable) - An inspection required for units in service before October 2, 1995, and optional after that date. These inspections document the condition of the unit at the time of the move-out.
- G. Quality Control Inspection - Supervisory inspections on at least 5% of the total number of units that were under lease during the Housing Authority's previous fiscal year.

## **18.2 OWNER AND FAMILY RESPONSIBILITY**

- 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, the Concord Housing Authority will take prompt and vigorous action to enforce the owner obligations. The Concord Housing Authority's remedies for such breach of the HQS include termination, suspension or reduction of housing assistance payments and termination of the HAP contract.
  - 3. The Concord Housing Authority 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 the Concord Housing Authority and the Concord Housing Authority verifies the correction. 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 Concord Housing Authority approved extension).
  - 4. The owner is not responsible for a breach of the HQS the owner does not cause that, and for which the family is responsible. Furthermore, the Concord Housing Authority may terminate

assistance to a family because of the HQS breach caused by the family.

**B. Family Responsibility for HQS**

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 the defect within no more than 30 calendar days (or any Concord Housing Authority approved extension).
3. If the family has caused a breach of the HQS, the Concord Housing Authority will take prompt and vigorous action to enforce the family obligations. The Concord Housing Authority may terminate assistance for the family in accordance with 24 CFR 982.552.

**18.3 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 Requirement**

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 approved public or private disposal system (including a locally approved septic system).

B. Food Preparation and Refuse Disposal

1. Performance Requirements

- a. The dwelling unit must have suitable space and equipment to store, prepare, and serve foods in a sanitary manner.
- b. 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 approved 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 the dwelling unit (and a safe cooling system, where present). The system must be in proper operating condition. The system must be able to provide adequate heat (and cooling, if applicable),

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 UN-vented room heaters that burn gas, oil, or kerosene. Electric heaters are acceptable.

## 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. the window must work, if the window is designed to be open.

H. Water Supply

1. Performance Requirement

The water supply must be free from contamination.

2. Acceptability Criteria

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

## I. Lead-based Paint

### 1. Definitions

- a. 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.
- b. 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.
- c. Defective paint surface: A surface on which the paint is cracking, scaling, chipping, peeling, or loose.
- d. 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.
- e. HEPA: A high efficiency particle accumulator as used in lead abatement vacuum cleaners.
- f. 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 ( $\text{mg}/\text{cm}^2$ ), or 0.5 % by weight or 5000 parts per million (PPM).

### 2. Performance Requirements

- a. The purpose of this paragraph of this Section is to implement Section 302 of the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4822, by establishing procedures to eliminate as far as practicable the hazards of lead-based paint poisoning for units assisted under this part. This paragraph is issued under 24 CFR 35.24(b)(4) and supersedes, for all housing to which it applies, the requirements of subpart C of 24 CFR part 35.

- b. The requirements of this paragraph of this Section do not apply to 0-bedroom units, units that are certified by a qualified inspector to be free of lead-based paint, or units designated exclusively for the elderly. The requirements of subpart A of 24 CFR part 35 apply to all units constructed prior to 1978 covered by a HAP contract under part 982.
- c. If a dwelling unit constructed before 1978 is occupied by a family that includes a child under the age of six years, the initial and each periodic inspection (as required under this part) must include a visual inspection for defective paint surfaces. If defective paint surfaces are found, such surfaces must be treated in accordance with paragraph k of this Section.
- d. The Housing Authority may exempt from such treatment defective paint surfaces that are found in a report by a qualified lead-based paint inspector not to be lead-based paint, as defined in paragraph 1(f) of this Section. For purposes of this Section, a qualified lead-based paint inspector is a State or local health or housing agency, a lead-based paint inspector certified or regulated by a State or local health or housing agency, or an organization recognized by HUD.
- e. Treatment of defective paint surfaces required under this Section must be completed within 30 calendar days of Housing Authority notification to the owner. When weather conditions prevent treatment of the defective paint conditions on exterior surfaces within the 30-day period, treatment as required by paragraph k of this Section may be delayed for a reasonable time.
- f. The requirements in this paragraph apply to:
  - i. All painted interior surfaces within the unit (including ceilings but excluding furniture);
  - ii. The entrance and hallway providing access to a unit in a multi-unit building; and
  - iii. Exterior surfaces up to five feet from the floor or ground that are readily accessible to children under six years of age (including walls, stairs, decks, porches, railings, windows and doors, but excluding outbuildings such as garages and sheds).

- g. In addition to the requirements of paragraph c of this Section, for a dwelling unit constructed before 1978 that is occupied by a family with a child under the age of six years with an identified EBL condition, the initial and each periodic inspection (as required under this part) must include a test for lead-based paint on chewable surfaces. Testing is not required if previous testing of chewable surfaces is negative for lead-based paint or if the chewable surfaces have already been treated.
- h. Testing must be conducted by a State or local health or housing agency, an inspector certified or regulated by a State or local health or housing agency, or an organization recognized by HUD. Lead content must be tested by using an X-ray fluorescence analyzer (XRF) or by laboratory analysis of paint samples. Where lead-based paint on chewable surfaces is identified, treatment of the paint surface in accordance with paragraph k of this Section is required, and treatment shall be completed within the time limits in paragraph c of this Section.
- i. The requirements in paragraph g of this Section apply to all protruding painted surfaces up to five feet from the floor or ground that are readily accessible to children under six years of age:
  - i. within the unit;
  - ii. The entrance and hallway providing access to a unit in a multi-unit building; and
  - iii. Exterior surfaces (including walls, stairs, decks, porches, railings, windows and doors, but excluding outbuildings such as garages and sheds).
- j. In lieu of the procedures set forth in paragraph g of this Section, the Housing Authority may, at its discretion, waive the testing requirement and require the owner to treat all interior and exterior chewable surfaces in accordance with the methods set out in paragraph k of this Section.
- k. Treatment of defective paint surfaces and chewable surfaces must consist of covering or removal of the paint in accordance with the following requirements:

- i. A defective paint surface shall be treated if the total area of defective paint on a component is:
  - (1) More than 10 square feet on an exterior wall.
  - (2) More than 2 square feet on an interior or exterior component with a large surface area, excluding exterior walls and including, but not limited to, ceilings, floors, doors, and interior walls;
  - (3) More than 10% of the total surface area on an interior or exterior component with a small surface area, including, but not limited to, windowsills, baseboards and trim.
- ii. Acceptable methods of treatment are the following: removal by wet scraping, wet sanding, chemical stripping on or off site, replacing painted components, scraping with infra-red or coil type heat gun with temperatures below 1100 degrees, HEPA vacuum sanding, HEPA vacuum needle gun, contained hydro blasting or high pressure wash with HEPA vacuum, and abrasive sandblasting with HEPA vacuum. Surfaces must be covered with durable materials with joint edges sealed and caulked as needed to prevent the escape of lead contaminated dust.
- iii. Prohibited methods of removal are the following: open flame burning or torching, machine sanding or grinding without a HEPA exhaust, uncontained hydro blasting or high pressure wash, and dry scraping except around electrical outlets or except when treating defective paint spots no more than two square feet in any one interior room or space (hallway, pantry, etc.) or totaling no more than twenty square feet on exterior surfaces.
- iv. During exterior treatment soil and playground equipment must be protected from contamination.
- v. All treatment procedures must be concluded with a thorough cleaning of all surfaces in the room or area of treatment to remove fine dust particles. Cleanup must be accomplished by wet washing surfaces with

a lead solubilizing detergent such as trisodium phosphate or an equivalent solution.

- vi. Waste and debris must be disposed of in accordance with all applicable Federal, State, and local laws.
- l. The owner must take appropriate action to protect residents and their belongings from hazards associated with treatment procedures. Residents must not enter spaces undergoing treatment until cleanup is completed. Personal belongings that are in work areas must be relocated or otherwise protected from contamination.
- m. Prior to execution of the HAP contract, the owner must inform the Housing Authority and the family of any knowledge of the presence of lead-based paint on the surfaces of the residential unit.
- n. The Housing Authority must attempt to obtain annually from local health agencies the names and addresses of children with identified EBLs and must annually match this information with the names and addresses of participants under this part. If a match occurs, the Housing Authority must determine whether local health officials have tested the unit for lead-based paint. If the unit has lead-based paint, the Housing Authority must require the owner to treat the lead-based paint. If the owner does not complete the corrective actions required by this Section, the family must be issued a voucher to move.
- o. The Housing Authority must keep a copy of each inspection report for at least three years. If a dwelling unit requires testing, or if the dwelling unit requires treatment of chewable surfaces based on the testing, the Housing Authority must keep the test results indefinitely and, if applicable, the owner certification and treatment. The records must indicate which chewable surfaces in the dwelling units have been tested and which chewable surfaces were tested or tested and treated in accordance with the standards prescribed in this Section, such chewable surfaces do not have to be tested or treated at any subsequent time.
- p. 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. Access

1. Performance Requirement

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).

K. Site and Neighborhood

1. Performance Requirement

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; mud slides; abnormal air pollution, smoke or dust; excessive noise, vibration or vehicular traffic; excessive accumulations of trash; vermin or rodent infestation; or fire hazards.

L. Sanitary Condition

1. Performance Requirement

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.

M. 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 any hearing-impaired person occupies the dwelling unit, 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).

#### **18.4 EXCEPTIONS TO THE HQS ACCEPTABILITY CRITERIA**

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

- A. In each room, there will be at least one exterior window that can be opened and that contains a screen.
- B. Owners will be required to scrape peeling paint and repaint all surfaces cited for peeling paint with 2 coats of non-lead paint. An extension may be granted as a severe weather related item as defined below.
- C. Adequate heat shall be considered to be 65 degrees.
- D. In units where the tenant must pay for utilities, each unit must have separate metering device(s) for measuring utility consumption.
- E. A  $\frac{3}{4}$ " overflow pipe must be present on the hot water heater safety valves and installed down to within 6 inches of the floor.

#### **18.5 TIME FRAMES AND CORRECTIONS OF HQS FAIL ITEMS**

- A. Correcting Initial HQS Fail Items

The Concord Housing Authority 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 again, the owner and the participant will be advised to notify the Concord Housing Authority to reschedule a re-inspection when the repairs have been properly completed.

On an initial inspection, the owner will be given up to 30 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 item in Section 12.6), the owner or participant will be given 24 hours to correct the violations. For less serious failures, the owner or participant will be given up to 30 days to correct the failed item(s).

If the owner fails to correct the HQS failed items after proper notification has been given, the Concord Housing Authority will abate payment and terminate the contract in accordance with Sections 12.7 and 17.0(B)(3).

If the participant fails to correct the HQS failed items that are family-caused after proper notification has been given, the Concord Housing Authority will terminate assistance for the family in accordance with Sections 12.2(B) and 17.0(B)(3).

**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 and major repairs must be completed within 30 days of the initial inspection.

**D. Extensions**

At the sole discretion of the Concord Housing Authority, extensions of up to 30 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 days after the initial inspection date, the Concord Housing Authority will abate the rent and cancel 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.

## **18.6 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. Inability to maintain adequate heat
- D. Major plumbing leak
- E. Natural gas leak
- F. Broken lock(s) on first floor doors or windows
- G. Broken windows that unduly allow weather elements into the unit
- H. Electrical outlet smoking or sparking
- I. Exposed electrical wires that could result in shock or fire
- J. Unusable toilet when only one toilet is present in the unit
- K. Security risks such as broken doors or windows that would allow intrusion
- L. Other conditions which pose an immediate threat to health or safety

## **18.7 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 in the required time frame, the rent for the dwelling unit will be abated.

The initial abatement period will not exceed 7 days. If the corrections of deficiencies are not made within the 7-day time frame, the abatement will continue until the HAP contract is terminated. When the deficiencies are corrected, the Concord Housing Authority will end the abatement the day the unit

passes inspection. Rent will resume the following day and be paid the first day of the next month.

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

#### **18.8 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. Certificates have a provision for damages, unpaid rent, and vacancy loss. Vouchers have a provision for damages and unpaid rent. No vacancy loss is paid on vouchers. No Damage Claims will be processed unless the Concord Housing Authority 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 are limited in the following manner:

- A. In the Certificate Program, owners are allowed to claim up to two (2) months contract rent minus greater of the security deposit collected or the security deposit that should have been collected under the lease.
- B. 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.
- C. No damage claims will be paid under either program effective on or after October 2, 1995.

#### **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 the Concord Housing Authority. This shall be done by either paying the full amount due immediately upon the Concord Housing Authority requesting it or through a Repayment Agreement that is approved by the Concord Housing Authority.

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.

## **18.9 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 can not 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.

The Concord Housing Authority 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 the Concord Housing Authority to remain eligible for the Section 8 Program.

Actual bills and receipts for repairs, materials, and labor must support claims for damages. The Concord Housing Authority 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.

In the Certificate Program, owners can claim for a vacancy loss as outlined in the HAP contract. In order to claim a vacancy loss, the owner must notify the Concord Housing Authority immediately upon learning of the vacancy or suspected vacancy. The owner must make a good faith effort to rent the unit as quickly as possible to another renter.

All claims and supporting documentation under this Section must be submitted to the Concord Housing Authority within thirty-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.

## **19.0 RECERTIFICATION**

### **19.1 CHANGES IN LEASE OR RENT**

If the participant and owner agree to any changes in the lease, all changes must be in writing, and the owner must immediately give the Concord Housing Authority a copy of the changes. The lease, including any changes, must be in accordance with this Administrative Plan.

Owners must notify the Concord Housing Authority of any changes in the amount of the rent at least sixty-days before the changes go into effect. Any such changes are subject to the Concord Housing Authority determining them to be reasonable.

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

- A. Requirements governing participant or owner responsibilities for utilities or appliances;
- B. In the lease terms governing the term of the lease;
- C. If the participant moves to a new unit, even if the unit is in the same building or complex.

The approval of the Concord Housing Authority is not required for changes other than those specified in A, B, or C above.

### **19.2 ANNUAL REEXAMINATION**

At least annually the Concord Housing Authority 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.

The Concord Housing Authority will send a notification letter to the family letting them know that it is time for their annual reexamination and scheduling an appointment. The letter includes forms for the family to complete in preparation for the interview. The letter includes instructions permitting the family to reschedule the interview if necessary. 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.

During the interview, 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, the Concord Housing Authority will determine the family's annual income and will calculate their family share.

### **Effective Date of Rent Changes for Annual Reexaminations**

The new family share will generally be effective upon the anniversary date with 30 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-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.

### **19.3 MISSED APPOINTMENT**

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 the Concord Housing Authority taking action to terminate the family's assistance.

### **19.4 INTERIM REEXAMINATIONS**

Interim rent adjustments are made as a result of changes in family income, expenses, or family composition between annual reexaminations. During an interim reexamination, only the information affected by the changes being reported will be reviewed and verified.

All families are required to report all changes (increases and decreases) in income, expenses, and changes in family composition within fourteen (14) days of the change occurring. Failure to report accurate information is also grounds for initiating termination from the program.

#### **A. Interim Changes in Income:**

- Minimum rent families are required to report all changes in income

or decreases in allowable expenses and will have their rent adjusted accordingly.

- Family members who become unemployed and have their rent adjusted and then become employed will have their income adjusted accordingly.
- Family members who change jobs or take on additional employment will have their rent adjusted accordingly.
- Families who experience the award of and/or increase in unearned income resulting from something other than the annual Cost of Living Increase of Social Security benefits will have their rent adjusted accordingly.
- CHA will adjust the family's rent upon verification of a reduction in allowable income or increase in allowable expense. A decrease that is verified to last less than thirty (30) days will not be processed.

**B. Interim Changes in Family Composition:**

- In order to add a household member other than through birth, adoption, or court-awarded custody, the family must request that the new member be added to the lease. Before adding the new member to the lease, the individual must complete an application form stating their income, assets, and all other information required of an applicant. The individual must provide their Social Security number if they have one and must verify their citizenship/eligible immigrant status. (Their housing will not be delayed due to delays in verifying eligible immigrant status other than delays caused by the family.) The new family member will go through the screening process similar to the process for applicants. The Concord Housing Authority will determine the eligibility of the individual before adding them to the lease. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal review. If they are found to be eligible and do pass the screening criteria, their name will be added to the lease. At the same time, if the family's rent is being determined under the income method, the family's annual income will be recalculated taking into account the circumstances of the new family member. The effective date of the new rent will be in accordance with policy.
- Residents who fail to notify CHA of additions to the household or who permit persons to join the household without undergoing screening are violating the lease. Persons added without CHA approval will be considered unauthorized occupants and the entire household will be subject to eviction.
- Families experiencing an addition to the family through birth, adoption, and/or court-awarded custody must report and provide

official paperwork verifying such information within fourteen (14) days from the addition taking place. A new lease will need to be executed in these circumstances and rent recalculated accordingly.

- Children under the age below which Juvenile Justice records are made available, or added through a formal custody award or kinship care arrangement are exempt from the pre-admission screening process, although the resident still needs prior permission from CHA to add children other than those born to adopted by or awarded by the court to the family.

## **19.5 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, the Concord Housing Authority may schedule special reexaminations every 60 days until the income stabilizes and an annual income can be determined.

### **Effective Date of Rent Changes Due to Interim or Special Reexaminations**

Unless there is a delay in reexamination processing caused by the family, any rent increase will be effective the first of the second month after the month in which the family receives notice of the new rent amount. If the family causes a delay the rent increase will be effective on the date it would have been effective had the process not been delayed (even if this means a retroactive increase).

If the new rent is a reduction and any delay is beyond the control of the family, the reduction will be effective the first of the month after the interim reexamination should have been completed.

If the new rent is a reduction and the family caused the delay or did not report the change in a timely manner, the change will be effective the first of the month after the rent amount is determined.

## **20.0 FAMILY BREAK-UP**

In circumstances of a family break-up, the Concord Housing Authority will make a determination of which family member will retain the voucher, taking into consideration the following factors:

1. To whom the 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, the Concord Housing Authority will be bound by the court's determination of which family members continue to receive assistance in the program.

Because of the number of possible different circumstances in which a determination will have to be made, the Concord Housing Authority will make determinations on a case-by-case basis.

The Concord Housing Authority will issue a determination within 10 business days of the request for a determination. The family member requesting the determination may request an informal hearing in compliance with the Grievance Procedures.

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 to the lease. Before adding the new member to the lease, the individual must complete an application form stating their income, assets, and all other information required of an applicant. The individual must provide their Social Security Number if they have one, and must verify their citizenship/eligible immigrant status (Their housing will not be delayed due to delays in verifying eligible immigrant status other than delays caused by the family). The new family member will go through the screening process similar to the process for applicants. The Concord Housing Authority will determine the eligibility of the individual before allowing them to be added to the lease. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal review. If they are found to be eligible and do pass the screening criteria, the Concord Housing Authority will grant approval to add their name to the lease. At the same time, the family's annual income will be recalculated taking into account the income and circumstances of the new family member. The effective date of the new rent will be in accordance with policy.

Families are not required to, but may at any time, request an interim reexamination based on a decrease in income, an increase in allowable expenses, or other changes in family circumstances. Upon such request, the Concord Housing Authority will take timely action to process the interim reexamination and recalculate the family share.

## 21.0 VIOLENCE AGAINST WOMEN ACT (VAWA)

In compliance with the VAWA amendments that became effective January 6, 2006, CHA recognizes the following:

- CHA is prohibited from denying housing to an otherwise qualified applicant because she or he is or has been a victim of domestic violence, dating violence, sexual assault or stalking.
- An incident or incidents relating to domestic violence, dating violence, sexual assault and/or stalking can not be considered a serious or repeated violation of a lease or good cause for evicting a victim of these crimes.
- “One Strike” statutes allowing eviction for criminal activity by a household member, guest or other person under the tenant’s control, have been amended so that a person can not be evicted if the crimes relate to domestic violence, dating violence, sexual assault and/or stalking and are committed against the tenant or an immediate member of the tenant’s family.
- CHA may bifurcate a lease in its Public Housing program to evict, remove or terminate a household member, regardless of whether that person is a signatory to the lease, who has engaged in criminal acts of physical violence against family members or others without removing, terminating or penalizing the household member that is the victim of these crimes.

### CHA accepts the following definitions:

**Domestic Violence:** Includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim share a child in common, by a person who is cohabitated with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction 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.

**Dating Violence:** Violence committed by a person:

(A) Who is or has been in a social relationship of a romantic or intimate nature with the victim; and

(B) Where the existence of such a relationship shall be determined based on a consideration of the following factors:

(i) the length of the relationship;

(ii) the type of relationship; and

(iii) the frequency of interaction between the persons involved in the relationship.

**Stalking:** to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate; or to place under surveillance with the intent to kill, injure, harass, or intimidate another person; and in the course of, or as a result

of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to

- (i) that person;
- (ii) a member of the immediate family of that person; or
- (iii) the spouse or intimate partner of that person.

**Immediate Family Member:** a spouse, parent, brother or sister, or child of the person, or an individual to whom that person stands in loco parentis (in place of a parent); or any other person living in the household of that person and related to that person by blood or marriage.

**Notification:**

CHA has notified all landlords, Section 8 participants during annual recertification and tenants of Public Housing of their rights under VAWA. During Briefing/Intake meetings, applicants are given information on VAWA. CHA also has information on VAWA in its Main Office prominently displayed with other HUD required information and housing applications. All public housing properties maintained by CHA have information on VAWA displayed in their common areas.

**Certification of Victim Status:**

In cases where applicants or tenants indicate that they or a household member are or have been a victim of domestic violence, dating violence, sexual assault or stalking CHA may ask for certification of such on HUD Form 50066. CHA will also accept sworn certification from a domestic violence service provider, medical professional, attorney or from official police or court records to certify that the tenant or applicant is a victim of domestic violence, dating violence, sexual assault or stalking. It is the responsibility of the tenant or applicant to identify him/herself or a family member as a victim of domestic violence, dating violence, sexual assault or stalking.

Upon receiving this certification, or the information that may be provided in lieu of the certification, CHA will provide the applicant/tenant the contact information for the local Rape & Domestic Violence Center.

After receiving this certification, or the information that may be provided in lieu of the certification, CHA will take all reasonable measures to insure that the guidelines as stated above are followed.

**Failure to Provide Certification:**

If the individual does not provide the HUD Form 50066 or the information that may be provided in lieu of the certification by the 14th business day, or any extension of that date provided by CHA, none of the protections afforded to the victim of domestic violence, dating violence or stalking by Sections 606 and 607 of the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA), Public Law 109-162 will apply. CHA would therefore be free to

evict, or to terminate assistance, in the circumstances authorized by otherwise applicable law and lease provisions, without regard to the amendments made by Sections 606 and 607.

**Confidentiality Provision:**

All information provided to CHA relating to the incident(s) of domestic violence, including the fact that an individual is a victim of domestic violence, dating violence, or stalking, must be retained in confidence and must neither be entered into any shared database nor provided to a related entity, except to the extent that the disclosure is:

- (i) requested or consented by the individual in writing;
- (ii) required for use in an eviction proceeding or termination of assistance; or,
- (iii) otherwise required by applicable law.

HUD Form 50066 provides notice to the tenant of the confidentiality of the form and the limits thereof.

**Exceptions:**

- (i) **CHA RIGHT TO TERMINATE FOR CRIMINAL ACTS.**—Nothing in this amendment may be construed to limit the authority of the public housing agency to terminate voucher assistance to individuals who engage in criminal acts of physical violence against family members or others.
- (ii) **COMPLIANCE WITH COURT ORDERS.**—Nothing in this amendment may be construed to limit the authority of CHA, when notified, to honor court orders addressing rights of access to or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution possession of property among the household members in cases where a family breaks up.
- (iii) **CHA RIGHT TO TERMINATE ASSISTANCE FOR LEASE VIOLATIONS.**—Nothing in this amendment will limit any otherwise available authority of CHA to terminate voucher assistance to a tenant for any violation of a lease not premised on the act or acts of violence in question against the tenant or a member of the tenant’s household, provided that CHA does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a more demanding standard than other tenants in determining whether to terminate.
- (iv) **CHA RIGHT TO TERMINATE ASSISTANCE FOR IMMINENT THREAT.**—Nothing in this amendment may be construed to limit the authority of CHA to terminate assistance to a tenant if CHA can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property or CHA if that tenant is not evicted or terminated from assistance.
- (v) **PREEMPTION.**—Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides

greater protection than this section for victims of domestic violence, dating violence, or stalking.

## **22.0 DENIAL OF THE FAMILY BY THE CONCORD HOUSING AUTHORITY**

In accordance with regulations, a program participant who fails to comply with the requirements outlined below will be found ineligible for program participation. CHA will not approve a Request for Tenancy Approval for anyone who has been terminated or denied from the program for twelve (12) months following the determination of ineligibility. If the waiting list length is less than twelve (12) months, the applicant would not be eligible to receive subsidy until the twelve (12) months have elapsed.

### **Ineligible: Failure to Comply Under 24 CFR:**

- 982.551(b)(1) Family fails to supply any information that CHA or HUD determines necessary in the administration of the program, including submission of citizenship or eligible immigration status.
- 982.551(b)(2) Family fails to supply any information requested CHA or HUD for use in a regularly scheduled reexamination or interim examination of family income and composition.
- 982.551(b)(3) Family failed to disclose and verify social security numbers.
- 982.551(b)(4) Family did not supply true and complete information.
- 982.551(c) Family caused HQS breach as described in 982.404 (b).
- 982.551(d) Family did not allow CHA to inspect the unit at reasonable times and after reasonable notice.
- 982.551(e) Family committed serious or repeated violations of the lease.
- 982.551(f) Family did not notify CHA and the owner before they moved out of the unit or terminated the lease on notice to the owner.
- 982.551(h)(1) Family did not use the assisted unit as residence and as their only residence.
- 982.551(h)(2) Family did not obtain CHA approval for the composition of the Assisted family residing in the unit. Family failed to inform CHA of the birth, adoption or court-awarded custody of a child. Family failed to request CHA approval to add any other family member as

an occupant of the unit. Family did not comply with the requirement that no other person may reside in the unit.

- 982.551(h)(3) Family failed to notify CHA promptly if any family member no longer resided in the unit.
- 982.551(h)(6) Family subleased or let the unit.
- 982.551(h)(7) Family assigned the lease or transferred the unit.
- 982.551(i) Family did not supply information or certification requested by CHA to verify that the family is living in the unit or relating to family absence from the unit. Family failed to promptly notify the CHA of absence from the unit.
- 982.551(j) Family owned or had interest in the unit.
- 982.551(k) Family committed fraud, bribery or other corrupt or criminal acts in connection with the program.
- 982.551(l) Members of the household engaged in drug-related criminal activity or violent criminal activity or other criminal activity which threatened the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.
- 982.551(m) Members of the household abused alcohol in a way that threatened the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.
- 982.551(n) An assisted family received Section 8 tenant-based assistance while receiving another housing subsidy, for the same unit or for a different unit under a duplicative federal, State or local housing assistance program.
- 982.552(b)(2) Family was evicted from housing assisted under the program for serious violation of the lease.

In accordance with regulations, a program participant who fails to comply with the requirements outlined below will be found ineligible for program participation. CHA will not approve a Request for Tenancy Approval for anyone who has been terminated or denied from the program anytime in the future unless the default has been remedied.

**Ineligible: Debarred under 24 CFR:**

- 982.552(b)(3) Any member of the family failed to sign and submit consent forms for obtaining information in accordance with part 5, subparts B and F. (Social Security and Income/Assets.)

- 982.552(b)(4) Family did not submit required evidence of citizenship or eligible immigration status.
- 982.552(c)(iii) Any member of the family had their voucher assistance terminated by a PHA. (The grounds for termination will be reviewed using CHA's Admin Plan to determine final eligibility.)
- 982.552(c)(iv) Any member of the family committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program.
- 982.552(c)(v) Family currently owes rent or other amounts to CHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act.
- 982.552(c)(vi) Family has not reimbursed any PHA for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.
- 982.552(c)(vii) Family breaches an agreement with the PHA to pay amounts owed to a PHA, or amounts paid to an owner by a PHA.
- 982.552(c)(ix) Family has engaged in or threatened abusive or violent behavior toward CHA personnel.

**Ineligible: Other Under 24 CFR:**

- 982.552(c)(xi) Family engaged in criminal activity or alcohol abuse as described in 982.553.
- 982.553(a)(1)(i) For three years from the date of eviction from federally assisted housing for drug-related criminal activity, applicant will be denied unless they have successfully completed a supervised drug rehabilitation program approved by CHA; or if the circumstances leading to eviction no longer exist because the criminal household member has died or is imprisoned.
- 982.553(a)(ii)(A) CHA must establish standards for denial if any household member is currently engaged in illegal use of a drug or if CHA determines that it has reasonable cause to believe that a household member's illegal drug use may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents, or if any household member has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing.

982.553(a)(2) CHA must establish standards to prohibit admission to the program if any member of the household is subject to a lifetime registration requirement under a State sex offender registration program.

982.553(a)(1)(ii) CHA may prohibit admission of a household to the program if the CHA determines that any household member is currently engaged in, or has engaged in during a reasonable time before the admission; drug-related criminal activity, violent criminal activity, 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.

CHA will deny admission or terminate assistance to a family who committed a serious violation of the lease 982.551 (e) or was evicted from housing assisted under the program for a serious violation of the lease 982.552 (b)(2).

A serious or repeated violation of the lease is defined as follows:

- a. A participant who causes total damage, regardless of security deposit, in excess of \$1,000 to the unit during their tenancy and does not make arrangements with the owner for payment; or
- b. A participant who owes more than three months of their portion to the owner and does not make arrangements with the owner for payment; or
- c. A court determines that the tenant has committed serious violations of the lease.

CHA will deny admission or terminate assistance for all conditions outlined under 24 CFR 982.552 except 982.552 (c)(1)(ii) (if any member of the family has been evicted from federally assisted housing if that eviction happened within five years.)

- a. The Authority will, at its discretion, allow monthly payback agreements for amounts owed to CHA and other PHAs. The minimum monthly payment amount must be in accordance with the repayment schedule described and one payment must have been received by the Authority prior to an application being approved

### **Drug Related Criminal Activity, Violent Criminal Activity and Other Criminal Activity:**

Family obligations under the Voucher program prohibit the household and their guests from engaging in any drug-related criminal activity, violent criminal activity or other criminal activity by any household member. Violation of this obligation will result in a termination or denial of rental assistance in accordance with 982.552(c)(1).

### **Definition of Drug-Related Activity**

Drug-Related Criminal Activity: The illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the

drug (as defined in section 102 of the Controlled Substance Act 21 U.S.C. 802. [CFR Part 5.100])

### **Use or Possession of a Controlled Substance**

Applicants or participants can be denied or terminated for the use or possession of a controlled substance, if such use or possession, as evidenced by arrest, occurred within one year from the date that CHA provides notice to deny or terminate. Denial or termination is not allowed if the household member can provide documentation that:

- a. The household member has addiction to a controlled substance, has a record of such impairment, or is regarded as having such an impairment; **and**
- b. Has entered a drug treatment program to recover from such addiction and does not currently possess or use a controlled substance.

### **Manufacture or Sale of a Controlled Substance**

- a. An applicant or participant will be denied or terminated if the drug related criminal activity included the intent to manufacture, sell or distribute a controlled substance within the past seven years of the notice to deny or terminate.
- b. For applicants, the Authority may, in its sole discretion, waive the prohibition on participation by a person who has participated in a drug related criminal act if there has not been any drug related criminal activity in the three years prior to application for assistance and either of the following two conditions are met:
  1. The applicant can demonstrate by a preponderance of the evidence that the drug related criminal act was an isolated incident and there is no pattern of drug related behavior; or
  2. The applicant is under parole or probation supervision and the relevant parole or probation authority requests that the applicant be provided assistance as a part of that rehabilitation/supervision program.
- c. The Authority will review whether the household's record of drug related criminal behavior poses a direct threat to other tenants and in considering requests for reasonable accommodation, will consider whether there is a link between the disability and the criminal behavior. If the Authority determines that there is a link between the disability and the criminal behavior, it will look at whether or not the behavior is now under control, by medication or some other method.
- d. A household will be denied admission to the program if any household member was ever convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing.

### **Definition of Other Criminal Activity**

Other Criminal Activity is any 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; or 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 CHA (including a CHA employee or a CHA contractor, subcontract or agent).

### **Definition of Violent Criminal Activity**

- a. Violent Criminal Activity is any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage including but not limited to murder, manslaughter, assault and battery, rape, robbery, arson and kidnapping. [CFR Part 5.100].
- b. An applicant or participant will be denied or terminated if NHHFA determines, based on a preponderance of the evidence, that the household member has engaged in a violent criminal act within a seven-year period prior to the notice to deny or terminate regardless of whether the household member has been arrested or convicted for such activity.
- c. For applicants, the Authority may, in its sole discretion, waive the prohibition on participation by a person who has participated in a violent criminal act if there has not been any violent criminal activity in the three years prior to application for assistance and either of the following two conditions is met:
  1. The applicant can demonstrate by a preponderance of the evidence that the violent criminal act was an isolated incident and there is no pattern of violent criminal behavior; or
  2. The applicant is under parole or probation supervision and the relevant parole or probation authority requests that the applicant be provided assistance as a part of that rehabilitation/supervision program.

The Authority will review whether the applicant's record of violent behavior poses a direct threat to other tenants and in considering requests for reasonable accommodation will consider whether there is a link between the disability and the violence. If the Authority determines that there is a link between the disability and the violence, it will look at whether or not the behavior is now under control by medication or some other method.

### **Alcohol Abuse**

An applicant or participant will be denied or terminated if CHA has reasonable cause to believe that a household member's abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents. CHA will consider the abuse of alcohol to be a pattern if there are four or more incidents within twelve (12) months involving law enforcement involvement to calls for disturbance. CHA will consider mitigating circumstances when making decision on this

policy. These circumstances will include evidence that the family has participated in and been certified to have completed an alcohol rehabilitation program.

### **Sex Offenders**

A household will be denied admission if any member of the household is subject to a lifetime registration requirement under the State sex offender registration program. CHA will use the sex offender registration available on the Internet to screen for this mandatory prohibition.

### **Credible Evidence**

All applicants and program participants are required to complete a self-certification on both the Housing Choice Voucher application and a Personal Declaration Form for information regarding program eligibility. This self-declaration will be used as the primary evidence. Additional evidence as provided by the police and court system will be obtained as necessary.

### **Student Eligibility Requirements**

No assistance will be provided to any individual who:

- a. Is enrolled as a full- or part-time 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 Section 8 assistance.

This rule does not apply to students who live with their parents in a Housing assisted unit, or live with their parents who are applying to receive Section 8 assistance. The rule applies only to students seeking or receiving Section 8 rental assistance separately from their parents.

Termination of assistance only applies to students under the age of 24 who are unmarried, non-veterans, have no dependent children, and do not reside with their parents except those students considered independent. A student may also be determined ineligible at reexamination if he or she does not live with parents or his/her income including student financial aid exceeds the applicable limit. Students who are under 24 may also be determined ineligible if the income of their parent exceeds the applicable limit.

Any member of a household comprised of both eligible and ineligible students who is determined ineligible to receive Section 8 assistance will be terminated and ineligible to receive continued assistance under the voucher program. However, assistance for eligible students in the household shall not be terminated. The remaining eligible

students will be given a voucher to move with continued assistance or permitted to lease in place if the ineligible student moves out of the unit.

## 22.1 GROUNDS FOR DENIAL

The Concord Housing Authority will deny assistance to applicants including live-in aides 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;
- F. Currently owe rent or other amounts to any housing authority in connection with the public housing or Housing Choice Voucher Programs without a repayment agreement;
- G. 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;
- H. Have a family member who was evicted or **terminated** from federally assisted housing within the last five (5) years;
- I. Have a family member who was evicted from assisted housing within five years of the projected date of admission because of drug-related criminal activity involving the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell, distribute a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802;
- J. Have a family 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. The Concord Housing Authority may waive this requirement if:

1. The person demonstrates to the Concord Housing Authority'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.
- K. Have engaged in or threatened abusive or violent behavior towards any Concord Housing Authority staff member or resident;
- L. Have a family household member who has been terminated under the Certificate or Voucher Program during the last three years.
- M. Use or possession of medical marijuana on the property.

**Denied for Life:**

- A. If any family member has been convicted of manufacturing or producing methamphetamine on the premises of federally assisted housing.
- B. Has a lifetime registration under a State Sex Offender Registration Program.
- C. Has been convicted of fraud in any federally funded program.

**22.2 CONSIDERATION OF PREVIOUSLY DENIED APPLICANT FAMILIES**

CHA may begin the verification process on a new application of a previously denied applicant family that has exercised their right to an Informal Review twelve (12) months from the date of the decision of the Informal Review.

Applicants that were denied, but did not exercise their right for an Informal Review will have their applications reconsidered as their new application comes to the top of the waiting list.

## **23.0 NOTIFICATION OF NEGATIVE ACTIONS**

Any applicant whose name is being removed from the waiting list for reasons other than described in Section 4.5 will be notified by the Concord Housing Authority, in writing, that they have five (5) business days from the date of the written correspondence to request an Informal Review. 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.

The Concord Housing Authority system of removing applicant names from the waiting list will not violate the rights of persons with disabilities. CHA will accommodate applicant families who request a Reasonable Accommodation for circumstances that arise due to a documented disability. Such circumstances include, but are not limited to:

- Reinstating applicants with disabilities who do not respond in the timeframes described above because of a verified reason connected to a disability;
- Providing update materials in formats requested by applicants;
- Providing sign language interpreters for applicants with hearing impairments;
- Permitting applicants to be represented by a family member, advocate, case worker or other person designated by the applicant;
- Contacting the applicant in the manner designated by the applicant;
- Conducting interviews or completing paperwork at a site other than the Main Office for applicants who cannot come to the office for some reason connected with a disability; and
- Granting extended time for response to persons who cannot respond within the timeframes described above because of a disability.

### **23.1 INFORMAL REVIEW**

If the Concord Housing Authority determines that an applicant does not meet the criteria for receiving public housing assistance, the Concord Housing Authority 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 five (5) business days of the denial. The Concord Housing Authority will describe how to obtain the informal review in the letter.

The informal review may be conducted by any person designated by the Concord Housing Authority, other than the person who made or approved the decision under review. The applicant must be given the opportunity to present written or oral objections to the Concord Housing Authority's decision. The Concord Housing Authority must notify the applicant of the final decision within five (5) business days after the informal review.

Circumstances pertaining to the reason for denial will be considered including but not limited to:

- The seriousness of the offense;
- The effect denying tenancy would have on the applicant family;
- The degree of participation in the offending activity by the applicant family member;
- The effect denying tenancy would have on the non-offending household members;
- The demand for assisted housing by persons who will adhere to lease responsibilities;
- The extent to which the applicant household has taken responsibility and takes all reasonable steps to prevent or mitigate the offending action; and
- The effect of the offending action on the program's integrity.

The participant family may request that the Concord Housing Authority provide for an Informal Review after the family has notification of an INS decision on their citizenship status on appeal, or in lieu of request of appeal to the INS. The participant family must make this request within thirty (30) days of receipt of the Notice of Denial or Termination of Assistance, or within thirty (30) days of receipt of the INS appeal decision.

## **24.0 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 Concord Housing Authority may terminate the HAP contract. 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 the Concord Housing Authority after the initial lease term. The length of the notice that is required is stated in the lease (generally 30 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 imposes 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 or violent 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 because of something the household did or failed to do.
- c. The owner may only evict the tenant by instituting court action after or simultaneously providing written notice to the participant specifying the grounds for termination. The owner must give the Concord Housing Authority 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. 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 the Concord Housing Authority terminates assistance to the family, the contract terminates automatically.

b. If the family moves out of the unit, the contract terminates automatically.

c. 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 the Concord Housing Authority

The Housing Authority may terminate the HAP contract because:

a. The Housing Authority 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 Certificate Program.

d. When the family breaks up and the Concord Housing Authority determines that the family members who move from the unit will continue to receive the assistance.

- e. The Concord Housing Authority determines that there is insufficient funding in their contract with HUD to support continued assistance for families in the program.
- 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 Act.
  - 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-related criminal activity or any violent criminal activity.
- g. if a welfare-to-work family fails to fulfill its obligations under the welfare-to-work voucher program.

#### 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, the Housing Authority will continue to make payments until the owner obtains a judgment or the family moves out.

## **25.0 CHARGES AGAINST THE HOUSING CHOICE VOUCHER ADMINISTRATIVE FEE RESERVE**

Occasionally, it is necessary for the Concord Housing Authority to spend money from its Housing Choice Voucher Administrative Fee Reserve to meet unseen or extraordinary expenditures or for its other housing related purposes consistent with State law.

The Concord Housing Authority Board of Commissioners does not authorize the Executive Director to expend without prior Board approval.

## **26.0 INTELLECTUAL PROPERTY RIGHTS**

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

## **27.0 QUALITY CONTROL OF HOUSING CHOICE VOUCHER PROGRAM**

In order to maintain the appropriate quality standards for the Housing Choice Voucher program, the Concord Housing Authority will annually review files and records to determine if the work documented in the files or records conforms to program requirements. A supervisor or another qualified person other than the one originally responsible for the work or someone subordinate to that person shall accomplish this. The number of files and/or records checked shall be at least equal to the number specified in the Housing Choice Voucher Management Assessment Program for our size housing authority.

## **28.0 TRANSITION TO THE NEW HOUSING CHOICE VOUCHER PROGRAM**

### **A. New HAP Contracts**

On and after October 1, 1999, the Concord Housing Authority will only enter into a HAP contract for a tenancy under the voucher program, and will not enter into a new HAP contract for a tenancy under the certificate program.

### **B. Over-FMR Tenancy**

If the Concord Housing Authority had entered into any HAP contract for an over-FMR tenancy under the certificate program prior to the merger date of October 1, 1999, on and after October 1, 1999, such tenancy shall be considered and treated as a tenancy under the voucher program and will be subject to the voucher program requirements under 24 CFR 982.502,

including calculation of the voucher housing assistance payment in accordance with 24 CFR 982.505. However, 24 CFR 982.505(b)(2) will not be applicable for calculation of the housing assistance payment prior to the effective date of the second regular reexamination of family income and composition on or after the merger date of October 1, 1999.

C. Voucher Tenancy

If the Concord Housing Authority had entered into any HAP contract for a voucher tenancy prior to the merger date of October 1, 1999, on and after October 1, 1999, such tenancy will continue to be considered and treated as a tenancy under the voucher program and will be subject to the voucher program requirements under 24 CFR 982.502, including calculation of the voucher housing assistance payment in accordance with 24 CFR 982.505. However, 24 CFR 982.505(b) (2) will not be applicable for calculation of the housing assistance payment prior to the effective date of the second regular reexamination of family income and composition on or after the merger date of October 1, 1999.

D. Regular Certificate Tenancy

The Concord Housing Authority will terminate program assistance under any outstanding HAP contract for a regular tenancy under the certificate program entered into prior to the merger date of October 1, 1999, at the effective date of the second regular reexamination of family income and composition on or after the merger date of October 1, 1999. Upon such termination of assistance, the HAP contract for such tenancy terminates automatically. The Concord Housing Authority will give at least 120 days written notice of such termination to the family and the owner, and the Concord Housing Authority will offer the family the opportunity for continued tenant-based assistance under the voucher program. The Concord Housing Authority may deny the family the opportunity for continued assistance in accordance with 24 CFR 982.552 and 24 CFR 982.553. A Housing Choice Voucher will be issued sooner if requested jointly by the owner and the family.

## **29.0 SECTION 8 PROJECT-BASED VOUCHER PROGRAM Implementation and Administrative Plan- Implemented May 2009**

### **Part I: Implementation Plan**

Consistent with the Concord Housing Authority's (the Authority) Administrative Plan, it is the intent of the Authority to utilize up to 20% of its housing choice vouchers(HCV's) and corresponding allocated ACC budget authority, for project basing under the Section 8 Project-Based Voucher Program (PBV). The Authority shall accomplish this objective, over time, provided adequate funds are appropriated by Congress for the overall Section 8 program to maintain our current ACC budget/funding level for the Housing Choice Voucher program, through both the occasional publication of competitive Requests for Proposals (RFP's) (competitions) and/or through the non-competitive selection of properties following the criteria detailed below.

Area of Operation: The area of operation shall include the City of Concord and towns immediately bordering Concord who do not have local Public Housing Authorities, subject to the execution of cooperative "Partnership Community Agreements" between the Concord Housing Authority and the applicable authorized senior elected and/or appointed of any such proposed partnership community. Any such agreements with such to-be-designated "Partnership Communities" must first be voted upon and approved by the Concord Housing Authority Board of Commissioners and must incorporate terms providing that the Concord Housing Authority has full and total jurisdiction over the administration of any project-based vouchers thus approved and that such administration must be in full compliance with the Concord Housing Authority's Administrative Plan. In addition, the final execution of any such Partnership Community Agreements permitting the assignment of any Project-Based Voucher funded from the ACC of the Concord Housing Authority must also receive the advance written approval before execution from the Federal Department of Housing and Urban Development in order to insure full compliance with the Federal Code of Regulations CFR Part 983 governing the Project-Based Voucher program.

**OWNER PROPOSAL AND SELECTION PROCEDURES:** Proposals will be selected in accordance with the procedures and criteria set forth in this document and the Request for Proposals.

***For Competitive Selections-***

**1. PUBLIC NOTICE**

The Authority will select PBV proposals that are submitted in response to specific public notices requesting PBV proposals as approved for publication by the Board of Commissioners. Any such public notice must be published in local newspapers of general circulation, in order to provide broad public notice. The public notice will specify the submission deadline and provide a contact telephone number at the Authority for potential applicants to obtain application packages.

**2. NOTICE OF OWNER SELECTION**

The Authority will give prompt written notice to any applicant for an allocation of PBV's that is selected and will also give prompt public notice of such selection within the same local publications which contained the original RFP notice in order to provide broad public notice.

**3. SUBMISSION REQUIREMENTS:**

All proposals must be submitted on or before the published submission deadline. Proposals must be complete, and consistent with HUD's project-based voucher program guidelines, regulations, and statutory requirements. All information and documentation must be provided with the original submission of the proposal. Incomplete proposals or proposals that are inconsistent with program regulations and statutory requirements will not be considered for voucher assistance.

**4. PROPOSAL CONTENT**

To be considered complete, proposals **MUST** contain **ALL** of the following information:

- A. Project Narrative: A narrative of how the proposed housing project meets the funding priorities of this RFP and the ranking criteria of the Authority's Administrative Plan;

B. Project Description: A description of the housing to be provided (i.e., existing, new construction or rehabilitation) including square footage per unit, bedroom count, bathroom count, sketches of the proposed new construction or rehabilitation, unit plans, listing of amenities and services, estimated date of completion. For rehabilitation, the description must describe the property as is and also describe the proposed rehabilitation;

C. Proposed Contract Rents for each unit type which shall not exceed the regular payment standard applicable to portable HCV's as adjusted annually by the Authority. Such description of rents shall include a list of utilities, services and equipment which will be included in the rent and those which will not be included. For those utilities not included in the rent, an estimated monthly cost for each unit type for the first year of occupancy;

D. Relocation: Information concerning any necessary relocation of occupants and a certification from the owner stating that any off-site relocation will be done in accordance with the Uniform Relocation Act;

E. The identity of the Owner, developer, architect, management agent, officers and principal members, shareholders, investors and other parties with substantial interest and prior HUD program participation and a disclosure of any possible conflicts of interest of any of the parties that would be in violation of the Agreement or the Contract, and a description of the qualifications and experience of the principal participants;

F. The Owner's plan for managing and maintaining the units;

G. If applicable, evidence of proposed or pending financing applications;

H. Disclosure of other governmental assistance to be utilized within the proposed project;

I. The proposed contract term.

J. A description of any supportive services to be offered at the property, in applicable.

K. A commentary supporting the position that an award of PBV's at the applicant's site would be consistent with the statutory goal of de-concentrating poverty.

**The following additional information will be requested of applications that are conditionally approved:**

A. Evidence of site control, and for new construction identification and description of the proposed site, site plan and the neighborhood;

B. Evidence of compliance with local permits and zoning requirements;

C. Documentation that the rents being proposed are reasonable and comparable to rents being charged for similar housing, with similar amenities in the same area as the proposed project.

## **5. PROPOSAL SELECTION/RANKING CRITERIA:**

Proposals, that are consistent with requirements of the Request for Proposals will be ranked and scored in accordance with the criteria set forth below.

### **I. Owner/Manager Capability.**

- a. Owner/manager has demonstrated expertise in development or property management
- b. Owner/manager has demonstrated expertise in development and property management

### **II. Commitment to providing Long-term affordable housing.**

- a. Owner agrees to keep all project-based units in the project affordable for the term of the Housing Assistance Payments Contract (HAP); this will be a binding commitment, in the form of a housing subsidy covenant, which the owner agrees to keep the Section 8 assisted units affordable to families with incomes at or below 50% of HUD's published median income for the area as long as the Section 8 is provided. **(10 points)**

### **III. Applicant has demonstrated a need for the housing being proposed. (20 points)**

**IV. Applicant has demonstrated a commitment to serving very low income families and agrees to serve qualified families referred from the Authority's Waiting List if they also meet the applicant's own legally acceptable standard selection criteria.**

### **V. Consistency with the Concord Housing Authority Administrative Plan.**

Applicant has demonstrated that the proposed housing is consistent with the priorities established within the Concord Housing Authority's Administrative Plan. **(10 points)**

### **VI. Accessible or Adaptable Housing**

Proposed project contains more adaptable or accessible housing units than is required by State or Federal requirements. **(10 points)**

**TOTAL POINTS - 100**

### ***Non-Competitive Allocations of Project Based Vouchers-***

In addition to the use of the above competitive selection process, the Authority may decide, by a vote of the Board of Commissioners, to designate a specific non-profit-owned/proposed property for an allocation of Project Based Vouchers in order to support specific proposals it decides require specific targeting of assistance to meet community planning needs. In such cases, the specific reasons why a non-competitive selection was deemed to be appropriate must be recorded within the minutes of the Board of Commissioner's Meeting at which such an allocation was approved. Upon the actual allocation and implementation of such PBV's, a public notice must be made within at least one local newspaper.

Whether through a competitive or non-competitive selection, all the same tenant selection procedures detailed below will apply to the administration of PBV's at any property receiving an allocation from the Concord Housing Authority and all regulations included within the Federal Code of Regulations governing the program (24 CFR Part 983) will apply.

## **Section 8 Project-Based Assistance Administrative Procedures**

### **1. THE TENANT APPLICATION PROCESS**

Interested individuals should submit a Section 8 application to the Housing Authority. A form outlining the various properties available, including type and location, will be sent with the application. Applicants should complete this form and indicate whether they have an interest in being considered for tenancy at a particular property. The Authority will then place these individuals on the applicable special *property-based* waiting list (separate lists allowable for special-purpose elderly or disabled housing, for instance).

All Section 8 candidates will be given the opportunity of being placed on property-based waiting lists. The Authority Administrative Plan will apply the same 'housing preferences' utilized in the selection of applicants for its portable HCV program when ranking applicants on its waiting lists for project-based vouchers. Applicants deemed eligible for a housing preference will be placed on the property-based waiting lists ahead of other applicants.

Property-based waiting lists will be provided to the property owner or their authorized management agent (the owner) at least quarterly, though copies will also be made available upon request by project owners when needed to fill pending vacancies. The owner will be expected to follow the waiting list provided and consider fairly all applicants that apply to reside at the property who have been deemed to meet the Authority's eligibility requirements for Section 8.

The owner is also responsible for determining applicant eligibility using their own standard selection criteria. Applicants found not eligible by either the owner or the Authority, or who are no longer interested, will be removed from the waiting list. The owner will notify the Authority's Intake Staff as applicants are removed from the property-based waiting list (and the reason for the removal). The owner may be expected to defend tenant selection at any point in time.

If there are no applicants on the Authority's waiting list, the owner must advertise and market the units to families who are otherwise eligible for Section 8.

In an effort to minimize the vacancy period, the owner will notify the Authority immediately upon learning of a vacancy or potential vacancy.

### **2. TENANT ELIGIBILITY**

In order for applicants to receive assistance under the Section 8 program, they must meet all necessary eligibility requirements. All applications and related third party verifications from prospective tenants applicable to the HCV program as detailed with the Administrative Plan shall also be applicable to the PBV program.

### **3. TIME FRAMES**

Once an applicant and the owner or agent has provided the Authority with all requested documentation, approval of eligibility should take no more than five (5) working days. However, as stated above, if requested documents are not forwarded in a timely manner to the Authority, the verification process will take longer.

### **4. LEASE AND HOUSING ASSISTANCE PAYMENTS CONTRACT**

The Authority understands that various rent structures are sometimes dictated by existing property use-restrictions related to pre-existing state or federal loans or regulatory agreements. In such cases, the Authority will use HUD guidelines and regulations in determining an appropriate contract rent.

The designation of project-based voucher apartments by an owner must remain in compliance with the originally executed HAP contract in regard to the bedroom size, rent amount, and the specific apartment or building identified in the project-based application and originally executed unit designation schedule of the approved HAP contract. Owners may only use leases approved by the Authority to include a HUD tenancy addendum, which must be provided to the assisted family and attached to the lease. The HAP contract shall be negotiated and completed by Authority staff.

### **5. INSPECTIONS**

All units are required to pass the Authority's HUD-mandated Housing Quality Standard (HQS) inspection. Before entering into a HAP contract, the Authority must inspect and approve all units.

Annual HQS inspections will be completed on a sample of units. HUD requirements will determine the sample size.

### **6. VACANCY CLAIMS AND SUBMISSION OF CLAIM FORMS**

The Authority will pay vacancy claims up to a maximum of sixty (60) days, beginning on the day the family vacated. Payments are not to exceed the rent paid to the owner as provided by the HAP contract, and will only be made if the owner has taken every reasonable action to minimize the likelihood of vacancies.

### **7. RENT ADJUSTMENTS AND RE-EXAMS**

**Rent Adjustments.** Requests for rent adjustments need to be requested one hundred and twenty (120) days prior to the anniversary date of the HAP contract.

The owner/agent must certify that proportional and similar increases will be applied to all units in the project. The gross rent paid to the owner may not exceed the payment standard established by the Authority for similar unassisted units in accordance with the same rent reasonableness standards applicable to the portable HCV program, or as otherwise limited by HUD regulations and as determined solely by Authority staff.

**Re- exams** All tenants will have a re-exam scheduled one hundred and twenty (120) days prior to the HAP anniversary date, and will be so informed at lease-up. Re-exam forms will be mailed to tenants, who will complete and return them to the Authority. Assistance in completing the re - exam forms is available upon request.

## **8. MOVES**

Tenants leased in an apartment are expected to remain in that apartment for at least one full year. Any move within the project between project-based voucher units must follow the Authority's Unit Transfer Policy, and all other PBV procedures, including a thirty (30) day notice, a mutual rescission of the lease, an interim application, and new lease-up.

## **9. A TENANT'S RIGHT TO CONTINUED ASSISTANCE**

At the end of the first year of the lease, any tenant requesting to move from his or her project-based assisted unit will be provided a portable replacement PBV in accordance with rules governing the program included within Code of Federal Regulations (24 CFR 983.260, Family Right to Move). The first year of tenancy is based on the calendar date of the lease-up and is not related to the anniversary date of the HAP contract or re-exam date.

Any such replacement Housing Choice Vouchers issued for continued assistance must be approved by the Authority based **on the availability of funds and in full compliance with the Authority's stated procedures.**

## Sample form Letter to Applicant to get onto the PBV Waiting List

Date

Name

Address 1

Address 2

Dear **merge Applicant Name**:

When you completed your Section 8 application, you indicated an interest in the following property, **merge Property Name**, which is located in **merge Property Location**.

At this time, **merge Property Name** has a \_\_\_ bedroom vacancy. Under the project-based assistance program, once you have lived in an assisted project for one year, you have the option of obtaining a voucher to move into another assisted project if you wish to do so.

To obtain information about this vacancy, you will need to call the property owner/manager no later than **merge date ten days from date on letter**. If the owner or manager does not hear from you by then, your name will be removed from the waiting list for this property. However, your name will remain on the overall Section 8 Housing Choice Voucher waiting list.

Please **do not** contact this office if you are interested in this apartment. Contact the owner or manager at:

**Merge contact name or names at merge phone number**

If you are selected the Authority will need to establish your eligibility. Please remember that **you do not have the apartment unless both the landlord and the Authority approve your move in writing**.

If you are no longer interested, or should you not be selected to fill this vacancy, your name will remain on the Section 8 Housing Choice Voucher waiting list.

Owner's approved for PBV units shall include, at a minimum, the following discussion points within their pre-occupancy meeting discussion with applicants determined to meet Concord Housing Authority requirements for Section 8 assistance.

**Section 8 Project-Based Assistance  
Owner/Agent Pre-Occupancy Meeting**

**Discussion Checklist**

1. Application Process, including how to apply and placement on special property-based waiting list(s).
2. Notice of unit availability.
3. Determining and Processing Eligibility, including requirements and timetables.
4. Lease Addendum and HAP Contract, including a sample addendum.
5. Unit Inspections.
6. Submission of Special Claims, including sample claim forms with relevant explanations.
7. Rent Adjustments.
8. QUESTIONS.

## 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 housing authority stops billing the initial housing authority for assistance on behalf of a portable family. [24 CFR 982.4]

**Adjusted Annual Income:** The amount of household income, after deductions for specified allowances, on which tenant rent is based.

**Administrative fee:** Fee paid by HUD to the housing authority for the administration of the program.

**Administrative Plan:** The plan that describes housing authority policies for the administration of the tenant-based programs.

**Admission:** The point when the family becomes a participant in the program. In a tenant-based program, the date used for this purpose is the effective date of the first HAP Contract for a family (first day of initial lease term).

**Adult:** A household member who is 18 years or older or who is the head of the household, or spouse, or co-head. An adult must have the legal capacity to enter a lease under State and local law.

**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, and medical expenses for elderly families, disability expenses, and childcare expenses for children under 13 years of age. Other allowances can be given at the discretion of the housing authority.

**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. If furniture was included in the purchase price, the debt service must be reduced by 15% to exclude the cost of the furniture. The amortization cost is the initial financing, not refinancing. Set-up charges may be included in the monthly amortization payment.

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

**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.

**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 the housing authority.

**Certificate:** A document issued by a housing authority to a family selected for admission to the Certificate Program. The certificate describes the program and the procedures for housing authority 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 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for childcare. In the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income.

**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 SWICA's, 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 participants to determine eligibility or level of benefits.

**Contiguous MSA:** In portability, an MSA that shares a common boundary with the MSA in which the jurisdiction of the initial housing authority is located.

**Continuously assisted:** An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the Voucher Program.

**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.

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

**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.

**Disability assistance expenses:** Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member

(including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.

**Disabled family:** A family whose head, spouse, or sole member is a person with disabilities; or two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.

**Disabled person:** See "person with disabilities."

**Displaced family:** A family in which each member, or whose sole member, is a person displaced by governmental action (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.

**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.

**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.

**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 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.

**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. FMR's 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; and
- 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.

**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 form.

**Family Rent to Owner:** In the voucher program, the portion of rent to owner paid by the family.

**Family self-sufficiency program (FSS program):** The program established by a housing authority 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 or the gross rent minus the amount of the housing assistance payment.

**Family unit size:** The appropriate number of bedrooms for a family as determined by the housing authority under the housing authority's subsidy standards.

**50058 Form:** The HUD form that housing authorities 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 the housing authority, for interim reexaminations.

**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, the housing authority may adopt a payment standard up to the FMR/exception rent limit.

**Full-time student:** A person who is attending school or vocational training on a full-time basis.

**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 housing authority, which includes (1) a payment to the owner for rent to the owner under the family's lease, and (2) an additional payment to the family if the total assistance payment exceeds the rent to owner.

**Housing quality standards (HQS):** The HUD minimum quality standards for housing assisted under the Section 8 program.

**Housing voucher:** A document issued by a housing authority to a family selected for admission to the Voucher Program. This document describes the program and the procedures for housing authority 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 un-expired housing voucher.

**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 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 Housing Authority:** In portability, both: (1) a housing authority that originally selected a family that later decides to move out of the jurisdiction of the selecting housing authority; and (2) a housing authority that absorbed a family that later decides to move out of the jurisdiction of the absorbing housing authority.

**Initial payment standard:** The payment standard at the beginning of the HAP contract term.

**Initial rent to owner:** The rent to owner at the beginning of the initial lease term.

**Interim (examination):** A reexamination of a household's income, expenses, and household status conducted between the annual re-certifications when changes in a household's circumstances warrant such a reexamination.

**Jurisdiction:** The area in which the housing authority has authority under State and local law to administer the program.

**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 the housing authority.

**Legal capacity:** The participant is bound by the terms of the lease and may enforce the terms of the lease against the owner.

**Live-in aide:** A person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who:

- 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.

**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.

**Manufacture 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, including medical insurance premiums that are anticipated during the period for which annual income is computed, and that are not covered by insurance.

**Mixed family:** A family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status.

**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, too:

- 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 disposal of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD home ownership 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 the housing authority 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 the housing authority's program and is currently assisted in the program. The family becomes a participant on the effective date of the first HAP contract executed by the housing authority for the family (first day of initial lease).

**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, the housing authority sets a payment standard in the range from 90% to 110% of the current FMR.

**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 housing authority.

**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.

**Processing Entity:** The person or entity that 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.

**Pro-ration 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.

**Receiving Housing Authority:** In portability, a housing authority that receives a family selected for participation in the tenant-based program of another housing authority. The receiving housing authority issues a 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.

**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.

**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 the housing authority waiting list, or admission without considering the applicant's waiting list position.

**Special housing types:** Special housing types include: SRO housing, congregate housing, group homes, shared housing, cooperatives (including mutual housing), and manufactured homes (including manufactured home space rental).

**Specified welfare benefit reduction:**

- 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.

**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 the housing authority 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 housing authority to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

**Suspension:** Stopping the clock on the term of a family's voucher, for such period as determined by the housing authority, from the time when the family submits a request for housing authority approval to lease a unit, until the time when the housing authority approves or denies the request. Also referred to as tolling.

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

**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):**

- (1) Total tenant payment is the amount calculated under Section 3(a)(1) of the 1937 Act, which is the higher of:
  - a. 30% of the family's monthly-adjusted income;
  - b. 10% of the family's monthly income;
  - c. Minimum rent; or
  - d. 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.
- (2) 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 housing authority or HUD of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

**Utility hook-up charge:** In a manufactured home space rental, costs payable by a family for connecting the manufactured home to utilities such as water, gas, electrical and sewer lines.

**Utility reimbursement:** In the voucher program, the portion of the housing assistance payment that exceeds the amount of the rent to owner. It is only paid when the housing assistance payment exceeds the rent to owner. In the certificate program, 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 PHA 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.

**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 housing authority to a family selected for admission to the Housing Choice Voucher Program. This document describes the program and the procedures for housing authority approval of a unit selected by the family and state the obligations of the family under the program.

**Voucher holder:** A family holding a voucher with un-expired search time.

**Waiting list admission:** An admission from the housing authority waiting list. [24 CFR 982.4]

**Welfare assistance.** Welfare or other payments to families or individuals, based on need, that are made under programs funded by Federal, State or local governments. [24 CFR 5.603(d)]

**Welfare rent:** In "as-paid" welfare programs, the amount of the welfare benefit designated for shelter and utilities.

**Welfare -to-Work (MTW) families:** Families assisted with voucher funding awarded under the HUD welfare-to-work voucher program.

## ACRONYMS

ACC	Annual Contributions Contract
CACC	Consolidated Annual Contributions Contract
CFR	Code of Federal Regulations
FMR	Fair Market Rent
FSS	Family Self Sufficiency (program)
HA	Housing Authority
HAP	Housing Assistance Payment
HCDA	Housing and Community Development Act
HCV	Housing Choice Voucher
HQS	Housing Quality Standards
HUD	Department of Housing and Urban Development
INS	(U.S.) Immigration and Naturalization Service
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
TTP	Total Tenant Payment