

Greater Dayton Premier Management Administrative Plan



Table of Contents

Chapter 1	Statement of Policies and Objectives	Chapter 22	Owner Claims
Chapter 2	About the Authority	Chapter 23	Complaints and Appeals
Chapter 3	Outreach	Chapter 24	Owner or Family Debts to GDPM
Chapter 4	Eligibility and Admissions	Chapter 25	Owner Disapproval and Restriction
Chapter 5	Applying for Admission	Chapter 26	Transfer Policy
Chapter 6	Establishing Preferences and Maintaining the Waiting List	Chapter 27	Monitoring Program Compliance
Chapter 7	Subsidy Standards	Chapter 28	Moderate Rehabilitation Program
Chapter 8	Income and Subsidy Determinations	Chapter 29	Single-Room Occupancy Program
Chapter 9	Verification	Chapter 30	Project Based Certificate Program
Chapter 10	Voucher Issuance and Briefings	Chapter 31	Family Reunification Program
Chapter 11	RTA and Contract Execution	Chapter 32	Family Self Sufficiency Action Plan
Chapter 12	HQS	Chapter 33	Special Housing Types
Chapter 13	Lease Approval, Rent Reasonableness, and Contract Execution	Chapter 34	Homeownership Assistance Program
Chapter 14	Owner Payments and Utility Allowances	Chapter 35	Operating Reserves and Proration of Administrative Fees
Chapter 15	Reexamination, Interims, Annual/Biennial Inspections, Rent Adjustments by Owners	Chapter 36	Program Integrity
Chapter 16	Annual Activities	Chapter 37	Confidential and Informational Security
Chapter 17	HQS Complaints	Chapter 38	Project-Based Vouchers
Chapter 18	Moves with Continued Assistance	Chapter 39	Rental Assistance Demonstration & Project Based Voucher Program for GDPM Owned Units
Chapter 19	Contract Terminations	Chapter 40	Special Programs
Chapter 20	Denial or Termination of Assistance		
Chapter 21	Move Out Inspections		

Chapter 1
STATEMENT OF POLICIES AND OBJECTIVES

INTRODUCTION

The Housing Choice Voucher Program was enacted as part of the Housing and Community Development Act of 1974, which recodifies the U.S. Housing Act of 1937. The Act has been amended from time to time, and its requirements, as they apply to the Housing Choice Voucher Tenant-Based Assistance Program, is described in and implemented throughout this Administrative Plan.

Administration of the Housing Choice Voucher Program and the functions and responsibilities of Greater Dayton Premier Management's staff shall be in compliance with the GDPM's Personnel Policy and the Department of Housing and Urban Development's (HUD) Housing Choice Voucher Regulations as well as all Federal, State and local Fair Housing Laws and Regulations.

Jurisdiction

The jurisdiction of GDPM is Montgomery County, OH except the Village of Verona.

A. HOUSING AUTHORITY MISSION STATEMENT

Our mission is to develop housing solutions for individuals, seniors and families. We seek to improve neighborhoods by offering diverse housing options. We require that our families, employees and partners demonstrate responsible character, which strengthens the economic health, vitality, and humanity of the Miami Valley.

B. LOCAL GOALS [24 CFR 982.1]

*** HUD Strategic Goal: Increase the availability of decent, safe, and affordable housing.**

GDPM Goal: Expand the supply of assisted housing

Objectives:

Apply for additional rental vouchers:

Develop a plan for leveraging additional funds through borrowing, a bond issue, or through conversion of public housing to project-based subsidy:

GDPM Goal: Improve the quality of assisted housing

Objectives:

Improve voucher management: (SEMAP score of high performer by 60%)

Increase customer satisfaction:

Concentrate on efforts to improve specific management functions (list; e.g., Asset Management finance; HCV unit inspections)

GDPM Goal: Increase assisted housing choices

Objectives:

Conduct outreach efforts to potential voucher landlords

Keep voucher payment standards within budget and keep housing affordable to

families

Increase voucher homeownership program

Convert public housing to vouchers

Create new homeownership opportunities for families by partnering with other entities to develop new homes throughout nontraditional financing.

*** HUD Strategic Goal: Ensure Equal Opportunity in Housing for all Americans**

GDPM Goal: Ensure equal opportunity and affirmatively further fair housing

Objectives:

Undertake affirmative measures to ensure access to assisted housing regardless of race, color, religion national origin, sex, familial status, and disability

Undertake affirmative measures to provide a suitable living environment for families living in assisted housing, regardless of race, color, religion national origin, sex, familial status, and disability:

Undertake affirmative measures to ensure accessible housing to persons with all varieties of disabilities regardless of unit size required

C. PURPOSE OF THE PLAN [24 CFR 982.54]

The purpose of the Administrative Plan is to establish policies for carrying out the programs in a manner consistent with HUD requirements and local goals and objectives contained in the Agency Plan. The Housing Choice Voucher Program was implemented on 10/1/99, and pre-merger Housing Voucher tenancies and Over Fair Market Rent tenancies converted automatically to Housing Choice Voucher tenancies on that date. All other existing contracts remained in effect until the family's second reexamination after the merger date or when a new lease was executed.

GDPM is responsible for complying with all changes in HUD regulations pertaining to these programs. If such changes conflict with this Plan, HUD regulations will have precedence. GDPM will revise this Administrative Plan as needed to comply with changes in HUD regulations. The original Plan and any changes must be approved by the Board of Commissioners of the agency, the pertinent sections included in the Agency Plan, and a copy provided to HUD.

This Administrative Plan is a supporting document to GDPM Agency Plan and is available for public review as required by CFR 24 Part 903.

Applicable regulations include:

24 CFR Part 5: General Program Requirements

24 CFR Part 8: Nondiscrimination

24 CFR Part 982: Housing Choice Voucher Tenant-Based Assistance: Housing Choice Voucher Program

D. RULES AND REGULATIONS [24 CFR 982.52]

This Administrative Plan is set forth to define the GDPM's local policies for operation of the housing programs in the context of Federal laws and Regulations. All issues related to Housing Choice Voucher not addressed in this document are governed by such Federal regulations, HUD Memos, Notices and guidelines, or other applicable laws. The policies in this Administrative Plan have been designed to ensure compliance with the consolidated ACC and all HUD-approved applications for program funding.

E. TERMINOLOGY

"Family" is used interchangeably with "Applicant" or "Participant" and can refer to a single person family.

"Tenant" is used to refer to participants in terms of their relation to landlords. "Landlord" and "owner" are used interchangeably.

"Disability" is used where "handicap" was formerly used.

"Non-citizens Rule" refers to the regulation effective June 19, 1995 restricting assistance to U.S. citizens and eligible immigrants.

The HCV program is also known as the Housing Choice Voucher Program.

"HQS" means the Housing Quality Standards required by regulations as enhanced by GDPM.

"Failure to Provide" refers to all requirements in the first Family Obligation. See "Denial or Termination of Assistance" chapter.

"Merger date" refers to October 1, 1999, which is the effective date of the merging of the Housing Choice Voucher Certificate and Voucher programs into the Housing Choice Voucher Program.

See Glossary for other terminology.

F. FAIR HOUSING POLICY [24 CFR 982.54(d)(6)]

It is the policy of the Housing Authority to comply fully with all Federal, State, and local nondiscrimination laws and with the rules and regulations governing Fair Housing and Equal Opportunity in housing and employment.

GDPM shall not deny any family or individual the equal opportunity to apply for or receive assistance under the Housing Choice Voucher Programs on the basis of race, color, sex, religion, creed, national or ethnic origin, age, familial or marital status, handicap, disability, gender identity, or sexual orientation.

To further its commitment to full compliance with applicable Civil Rights laws, GDPM will provide Federal/State/ local information to Voucher holders regarding unlawful discrimination and any recourse available to families who believe they are victims of a discriminatory act. Such information will be made available during the family briefing session, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made a part of the Voucher holder's briefing packet and available upon request at the front desk.

All Housing Authority staff will be required to attend fair housing training and informed of the importance of affirmatively furthering fair housing and providing equal opportunity to all families, including providing reasonable accommodations to persons with disabilities, as a part of the overall commitment to quality customer service. Fair Housing posters are posted in the Lobby area of the Housing Authority office and the equal opportunity logo will be used on all outreach materials. Staff will attend local fair housing update training sponsored by HUD and other local organization to keep current with new developments.

Except as otherwise provided in 24 CFR 8.21(c)(1), 8.24(a), 8.25, and 8.31, no individual with disabilities shall be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination because the GDPM's facilities are inaccessible to or unusable by persons with disabilities. Posters and housing information are displayed in the Lobby and Computer Lab at the GDPM's office in such a manner as to be easily readable from a wheelchair.

GDPM's offices are accessible to persons with disabilities. Accessibility for the hearing impaired is provided by the [TTD/TDY telephone service provider].

The Housing Authority works with organizations who assist hearing and sight-impaired persons to provide assistance where needed.

To ensure "greater mobility and housing choice" to very-low-income households served by this agency Owners wishing to list their property should access the *GoSection8.com* website.

A list of accessible units may be provided by local government organizations to assist families in locating housing.

In compliance with the Housing and Community Development Act of 1987 - Section 147, no owner who has entered into a contract for housing assistance payments under this section on behalf of any tenant in a multifamily housing project shall refuse to lease any available dwelling unit in any multifamily housing project of such owner and enter into a voucher contract on the unit because of their status of prospective tenant as a voucher holder.

For purposes of this section, the term "multifamily housing project" means a residential building containing more than four dwelling units.

G. REASONABLE ACCOMMODATIONS POLICY [24 CFR 100.202]

It is the policy of GDPM to be service-directed in the administration of our housing programs, and to exercise and demonstrate a high level of professionalism while providing housing services to families.

A participant with a disability must first ask for a specific change to a policy or practice as an accommodation of their disability before GDPM will treat a person differently than anyone else. GDPM's policies and practices will be designed to provide assurances that persons with disabilities will be given reasonable accommodations, upon request, so that they may fully access and utilize the housing program and related services. The availability of requesting an accommodation will be made known by including notices on GDPM forms and letters. This policy is intended to afford persons with disabilities an equal opportunity to obtain the same result, to gain the same benefit, or to reach the same level of achievement as those who do not have disabilities and is applicable to all situations described in this Administrative Plan including when a family initiates contact with GDPM, when GDPM initiates contact with a family including when a family applies, and when GDPM schedules or reschedules appointments of any kind.

To be eligible to request a reasonable accommodation, the requester must first certify (if apparent) or verify (if not apparent) that they are a person with a disability under the following ADA definition:

A physical or mental impairment that substantially limits one or more of the major life activities of an individual;

A record of such impairment; or

Being regarded as having such an impairment

Note: This is not the same as the HUD definition used for purposes of determining allowances.

Rehabilitated former drug users and alcoholics are covered under the ADA. However, a current drug user is not covered. In accordance with 5.403, individuals are not considered disabled for eligibility purposes solely on the basis of any drug or alcohol dependence. Individuals whose drug or alcohol addiction is a material factor to their disability are excluded from the definition. Individuals are considered disabled if disabling mental and physical limitations would persist if drug or alcohol abuse discontinued.

Once the person's status as a qualified person with a disability is confirmed, GDPM will require that a professional third party competent to make the assessment, provides written verification that the person needs the specific accommodation due to their disability and the change is required for them to have equal access to the housing program.

If GDPM finds that the requested accommodation creates an undue administrative or financial burden, GDPM will deny the request and/or present an alternate accommodation that will still meet the needs of the person.

An undue administrative burden is one that requires a fundamental alteration of the essential functions of GDPM (i.e., waiving a family obligation).

An undue financial burden is one that when considering the available resources of the agency as a whole, the requested accommodation would pose a severe financial hardship on GDPM.

GDPM will provide a written decision to the person requesting the accommodation within *twenty* working days from the date the written request is received. If a person is denied the accommodation or feels that the alternative suggestions are inadequate, they may request an informal hearing to review the GDPM's decision.

Reasonable Accommodations will be made for persons with a disability who require an advocate or accessible offices. A designee will be allowed to provide some information, but only with the permission of the person with the disability.

All GDPM mailings will be made available in an accessible format upon request, as a reasonable accommodation.

After a reasonable Accommodation has been approved, GDPM will schedule a "Special Inspection" to verify the requested Reasonable Accommodation.

Verification of Disability

GDPM will verify disabilities in compliance with the Fair Housing Amendments Act of 1988, Section 504 of the 1973 Rehabilitation Act, and Americans with Disabilities Act.

H. TRANSLATION OF DOCUMENTS

In determining whether it is feasible to provide translation of documents written in English into other languages, GDPM will utilize the availability of local organizations to provide translation services to non-English speaking families.

I. MANAGEMENT ASSESSMENT OBJECTIVES

GDPM operates its housing assistance program with efficiency and can demonstrate to HUD auditors that GDPM is using its resources in a manner that reflects its commitment to quality and service. GDPM policies and practices are consistent with the areas of measurement for the following HUD SEMAP indicators.

SEMAP Indicators
<p>Indicator 1: Selection from the waiting list Maximum Score: 15</p> <ul style="list-style-type: none">• This indicator shows whether the PHA has written policies in its administrative plan for selecting applicants from the waiting list and whether the PHA follows these policies when selecting applicants from the waiting list.• Points are based on the percent of families that are selected from the waiting list in accordance with the PHA's written policies, according to the PHA's quality control sample.

<p>Indicator 2: Rent Reasonableness Maximum Score: 20</p> <ul style="list-style-type: none"> • This indicator shows whether the PHA has and implements a reasonable written method to determine and document for each unit leased that the rent to owner is reasonable based on current rents for comparable unassisted units at the required times. • Points are based on the percent of units for which the PHA follows its written method to determine reasonable rent and has documented its determination that the rent to owner is reasonable, according to the PHA’s quality control sample.
<p>Indicator 3: Determination of adjusted income Maximum Score: 20</p> <ul style="list-style-type: none"> • This indicator shows whether the PHA verifies and correctly determines adjusted income for each assisted family, and where applicable, uses the appropriate utility allowances for the unit leased in determining the gross rent. • Points are based on percent of files that are calculated and verified correctly, according to the PHA’s quality control sample.
<p>Indicator 4: Utility allowance schedule Maximum Score: 5</p> <ul style="list-style-type: none"> • This indicator shows whether the PHA maintains an up-to-date utility allowance schedule. • Points are based on whether the PHA has reviewed the utility allowance schedule and adjusted it when required, according to the PHA’s certification.
<p>Indicator 5: NSPIRE quality control inspections Maximum Score: 5</p> <ul style="list-style-type: none"> • This indicator shows whether a PHA supervisor reinspects a sample of units under contract during the PHA fiscal year, which meets the minimum sample size requirements for quality control of NSPIRE inspections. • Points are based on whether the required quality control reinspections were completed, according to the PHA’s certification.
<p>Indicator 6: NSPIRE enforcement Maximum Score: 10</p> <ul style="list-style-type: none"> • This indicator shows whether, following each inspection of a unit under contract where the unit fails to meet NSPIRE standards, any cited life-threatening deficiencies are corrected within 24 hours from the inspection and all other deficiencies are corrected within no more than 30 calendar days from the inspection or any PHA- approved extension. • Points are based on whether the PHA corrects all deficiencies in accordance with required time frames, according to the PHA’s certification.
<p>Indicator 7: Expanding housing opportunities Maximum Score: 5</p> <ul style="list-style-type: none"> • Only applies to PHA’s with jurisdiction in metropolitan FMR areas. • This indicator shows whether the PHA had adopted and implemented a written policy to encourage participation by owners of units located outside areas of poverty or minority concentration; informs voucher holders of the full range of areas where they may lease units both inside and outside of the PHA’s jurisdiction; and supplies a list of landlords or other parties who are willing to lease units or help families find units, including units outside areas of poverty or minority concentration.

<ul style="list-style-type: none"> Points are based on whether the PHA has adopted an implemented written policies in accordance with SEMPA requirements, according to the PHA's certification.
<p>Indicator 8: FMR limit and payment standards Maximum Points: 5 points</p> <ul style="list-style-type: none"> This indicator shows whether the PHA has adopted payment standard schedule that establishes payment standards amounts by unit size for each FMR area in the PHA's jurisdiction, that are within the basic range of 90 to 110 percent of the published FMR. Points are based on whether the PHA has appropriately adopted a payment standard schedule(s), according to the PHA's certification.
<p>Indicator 9: Annual reexaminations Maximum Points: 10</p> <ul style="list-style-type: none"> This indicator shows whether the PHA completes a reexamination for each participating family at least every 12 months. Points are based on the percent of reexaminations that are less than two months overdue, according to data from PIC.
<p>Indicator 10: Correct tenant rent calculations Maximum Points 5</p> <ul style="list-style-type: none"> This indicator shows whether the PHA correctly calculates the family's share of the rent to the owner. Points are based on the percent of correct calculations of family share of the rent, according to data from PIC.
<p>Indicator 11: Pre-contract inspections Maximum Points 5</p> <ul style="list-style-type: none"> This indicator shows whether newly leased units pass inspection on or before the effective date of the assisted lease and HAP contract. Points are based on the percent of annual/biennial inspections of units under contract that are more than 2 months overdue, according to date from PIC.
<p>Indicator 12: Annual/biennial inspection Maximum Points: 10</p> <ul style="list-style-type: none"> This indicator shows whether the PHA inspects each unit under contract at least annually/biennially. Points are based on the percent of annual/biennial inspections of units under contract that are more than 2 months overdue, according to data from PIC.
<p>Indicator 13: Lease-up Maximum Points: 20</p> <ul style="list-style-type: none"> This indicator shows whether the PHA enters HAP contracts for at least 98 percent of the number of the PHA's baseline voucher units in the AACC for the calendar year ending on or before the PHA's fiscal year, or whether the PHA has expended at least 98 percent of its allocated budget authority for the same calendar year. The PHA can receive 15 points if 95 to 97 percent of vouchers are leased or budget authority is utilized. Points are based on utilization of vouchers and HAP expenditures as reported in voucher management system (VMS) for the most recently completed calendar year.
<p>Indicator 14: Family self-sufficiency (FSS) enrollment and escrow account balances Maximum Points: 10</p> <ul style="list-style-type: none"> Only applies to PHA's with mandatory FSS programs.

<ul style="list-style-type: none"> • This indicator shows whether the PHA has enrolled families in the FSS program as required, and measures the percent of current FSS participants that have had increases in earned income which resulted in escrow account balances. • Points are based on the percent of mandatory FSS slots that are filled and the percent of families with escrow account balances, according to data from PIC.
<p>Success rate of voucher holders Maximum Points: 5</p> <ul style="list-style-type: none"> • Only applies to PHA's that have received approval to establish success rate payment standards amounts, and isn't effective until the second full PHA fiscal year following the date of HUD approval of success rate payment standards amounts. • This indicator shows whether voucher holders were successful in leasing units with voucher assistance. • Points are based on the percent of families that were issued vouchers, and that become participants in the voucher program.
<p>Deconcentration bonus indicator Maximum Points: 5</p> <ul style="list-style-type: none"> • Submission of data for this indicator is mandatory for PHA's using one or more payment standard amount(s) that exceed(s) 100 percent of the published FMR set at the 50 percentile rent, starting with the second full PHA fiscal year following initial use of payment standard amounts based on the FMR's set at the 50th percentile. • Additional points are available to PHA's that have jurisdiction in metropolitan FMR areas and that choose to submit the required data. • Points are based on whether the data that is submitted meets the requirements for bonus points.

J. RECORDS FOR MONITORING GDPM PERFORMANCE

In order to demonstrate compliance with HUD and other pertinent regulations, GDPM will maintain records, reports and other documentation for a time that is in accordance with HUD requirements and in a manner that will allow an auditor, housing professional or other interested party to follow, monitor and/or assess the GDPM's operational procedures objectively and with accuracy and in accordance with SEMAP requirements with internal supervisory audits.

In addition to the required SEMAP documentation, supervisory staff audit the following functions:

Not less than 100% of reexaminations

Not less than 100% of new applications/admissions to the program

Not less than 100% of initial, recertification, complaint and move out inspection paperwork

K. PRIVACY RIGHTS [24 CFR 982.551 and 24 CFR 5.212]

Applicants and participants, including all adults in their households, are required to sign the HUD 9886 Authorization for Release of Information. This document incorporates the Federal Privacy Act Statement and describes the conditions under which HUD/GDPM will release family information.

The GDPM's policy regarding release of information is in accordance with State and local laws which may restrict the release of family information.

The personal information in this folder must not be released except on an "as needed" basis in cases where an accommodation is under consideration. All requests for access and granting of accommodations based on this information must be approved by Senior Manager, Housing Choice Voucher Program.

GDPM's practices and procedures are designed to safeguard the privacy of applicants and program participants. All applicant and participant files will be stored in a secure location which is only accessible by authorized staff.

GDPM staff will not discuss family information contained in files unless there is a business reason to do so. Inappropriate discussion of family information or improper disclosure of family information by staff will result in disciplinary action.

Chapter 2
ABOUT THE AUTHORITY

INTRODUCTION

Dayton Metropolitan Housing Authority OBA Greater Dayton Premier Management (GDPM) was established in 1934 pursuant to State legislation.

On October 7, 1976, GDPM entered into an Annual Contributions Contract with HUD and received its first allocation of Housing Choice Voucher Certificate units.

A. ORGANIZATIONAL SETUP

Under the direction of the seven-member Board of Housing Commissioners, staff of GDPM administers the Housing Choice Voucher Program's day-to-day operations. This Board consists of local civic-minded citizens who are appointed as follows:

The Mayor of the City of Dayton appoints two members

The County Commission appoints three members

One member is appointed by the Probate Court

One member is appointed by the Court of Common Pleas

GDPM's Chief Executive Officer is the CEO. The agency is comprised of the Executive Office and the following departments:

Security

Human Resources

Financial Management

Planning and Development Compliance

Information Technology

Asset Management

Housing Choice Voucher Program

Legal Services

Family Self-Sufficiency

GDPM's Housing Choice Voucher Program is responsible for administering all Housing Choice Voucher programs, beginning with responding to HUD's Notice of Funding Availability (NOFA), through identifying owners and families eligible to participate in the program, to termination of participation of owners and families.

GDPM receives input from the Consolidated Plan that provides the guidelines for development of GDPM's objectives.

B. ACTIVITIES OF THE HOUSING CHOICE VOUCHER DEPARTMENT

Program Descriptions

Initial marketing and outreach

Applicant eligibility/ineligibility determinations

Applicant preference determinations

Initial certification

Providing notifications to applicants

Issuing housing choice vouchers

Conducting individual briefing sessions

Monitoring success of voucher holders in finding suitable housing

Processing requests for tenancy approvals

Conducting dwelling unit inspections

Certifying reasonableness of rent

Preparing Housing Assistance Payments (HAP) contract

Calculating HAP/UAP payments and tenant rent

Maintaining active leases and contracts during tenancy

Make HAP/UAP payments on monthly basis

Annual recertification of tenant income, assets, and deductions, annual/biennial HQS inspection of units and renegotiation of rents

Resolving tenant/owner disputes

Conducting move out inspections

Establish repayment agreements for unreported or underreported income

Conduct informal reviews and hearings

Coordinate/prepare funding applications

Have input into/preparation of budgets, financial reports, policies, procedures, goals and standards

Enroll and monitor family process in Family Self-Sufficiency Program

Control and monitor program allocations

Prepare correspondence to applicants/owners/tenants

C. **DESCRIPTION OF PROGRAMS OFFERED**

GDPM administers the following programs:

Asset Management Units (GDPM owns and operates the housing under this program)

Housing Choice Voucher Program

Project-Based Certificate Program

Project-Based Voucher Program

Enhanced Voucher Program

Housing Choice Voucher Moderate Rehabilitation Program

Single Room Occupancy Program

Contract Administrator for Housing Choice Voucher Substantial Rehabilitation

Family Self-Sufficiency Program

Family Unification Program

Mainstream Program for Disabled Households

Voucher Homeownership Program

Chapter 3

OUTREACH PROCEDURES

A. FAMILY OUTREACH

Dayton Metropolitan Housing Authority OBA Greater Dayton Premier Management (GDPM) will publicize and disseminate information to make known the availability of housing assistance and related services for very low-income families. When the GDPM's waiting list is open, GDPM will publicize the availability and nature of housing assistance for very low-income families in a newspaper of general circulation, minority media, and by other suitable means.

When applications are accepted, the notice will:

Advise families that applications will be taken online or at the designated office, including the dates and times application will be accepted;

Briefly describe the Housing Choice Voucher program, and;

State that occupants/applicants for Asset Management (low rent) housing, in order to be considered for the Housing Choice Voucher Program, must specifically apply for the Housing Choice Voucher Program and that applicants for the Housing Choice Voucher Program will not lose their place on the public housing waiting list.

To reach persons who cannot read the newspapers, GDPM will distribute fact sheets to the broadcasting media, and initiate personal contacts with members of the news media and community service personnel. GDPM will also utilize public service announcements.

GDPM will communicate the status of housing availability to other service providers in the community, and advise them of housing eligibility factors and guidelines in order that they can make proper referrals for housing assistance.

B. OWNER OUTREACH [24 CFR 982.54(d) (5)]

GDPM makes a concerted effort to keep private owners informed of legislative changes in the tenant-based program, which are designed to make the program more attractive to owners. This includes informing participant owners of applicable legislative changes in program requirements. GDPM encourages owners of decent, safe and sanitary housing units to lease to Housing Choice Voucher families. GDPM encourages participation by owners of suitable units located outside areas of low poverty or minority concentration. GDPM defines a "concentrated area" as a zip-code that contains 30% or more populace considered at or below the poverty level and/or 30% or more populace considered to be a minority. GDPM conducts meetings at least once a year with participating owners improve owner relations and to recruit new owners. Other methods to encourage participation may include advertising, formal or informal discussions with landlords, landlord associations, and rental referral companies or agencies.

INTRODUCTION

GDPM's goals and objectives are designed to assure that families selected to participate are equipped

with the tools necessary to locate an acceptable housing unit. Families are provided sufficient knowledge and information regarding the program and how to achieve maximum benefit while complying with program requirements. When eligibility has been determined, GDPM will conduct a mandatory briefing to ensure that families know how the program works. The briefing will provide a broad description of owner and family responsibilities, GDPM procedures, and how to lease a unit. The family will also receive a briefing packet that provides more detailed information about the program, including information of areas outside poverty and minority concentration.

Briefing Packet

This list includes landlord or other parties who are willing to lease units or help families find units outside areas of poverty or minority concentration.

ENCOURAGING PARTICIPATION IN AREAS WITHOUT POVERTY OR MINORITY CONCENTRATION

At the briefing, families are encouraged to search for housing in non-impacted areas and GDPM will provide information to families who wish to do so.

GDPM has areas outside of poverty and minority concentration clearly detailed in order to provide families with information and encouragement in seeking housing opportunities outside highly concentrated areas.

GDPM has maps to show various areas and information about facilities and services in neighboring areas such as schools, transportation, employment and supportive/social services. The assistance provided to such families:

- Providing families with a search record form to gather and record information
- Direct contact with landlords
- Counseling with the family
- Providing information about services in various non-impacted areas
- Formal or informal discussions with landlord groups
- Formal or informal discussions with social service agencies
- Meeting with fair housing groups or agencies

ENCOURAGING LANDLORD PARTICIPATION IN AREAS OUTSIDE OF POVERTY AND MINORITY CONCENTRATION

GDPM is committed to expanding housing opportunities for voucher holders in neighborhoods outside of areas of concentrated poverty and minority concentration. To encourage landlord participation in these higher-opportunity areas, GDPM will implement the following outreach strategies:

- Direct Outreach to Landlords: GDPM will conduct targeted direct outreach to landlords in identified neighborhoods, providing clear information about the benefits of participating in the Housing choice Voucher program.
- Outreach to Industry Groups: GDPM will engage with local real estate industry, developers or

landlord groups, or other landlord networks to promote the program.

- Formal and Informal Discussions: GDPM staff will participate in formal meetings and informal conversations with landlord groups to better understand barriers and foster positive relations.

Chapter 4

ELIGIBILITY FOR ADMISSION

INTRODUCTION

This Chapter defines both HUD and the Housing Choice Voucher Program's criteria for admission and denial of admission to the program. The policy of the Housing Choice Voucher Program is to strive for objectivity and consistency in applying these criteria to evaluate the eligibility of families who apply. The Housing Choice Voucher Department's staff will review all information provided by the family carefully and without regard to factors other than those defined in this Chapter. Families will be provided the opportunity to explain their circumstances, to furnish additional information, if needed, and to receive an explanation of the basis for any decision made by the Housing Choice Voucher Program pertaining to their eligibility.

A. Eligibility Factors [24 CFR 982.201(b)]

The Housing Choice Voucher Program accepts applications only from families whose head or spouse is at least 18 years of age.

To be eligible for participation, an applicant must meet HUD's criteria, as well as any permissible additional criteria established by the Housing Choice Voucher Program.

The HUD eligibility criteria are:

- An applicant must be a "family"
- An applicant must be within the appropriate Income Limits
- An applicant must furnish Social Security Numbers for all family members
- An applicant must furnish declaration of Citizenship or Eligible Immigrant Status and verification where required
- At least one member of the applicant family must be either a U.S. citizen or have eligible immigration status before the Housing Choice voucher Program may provide financial assistance.
- Families that do not own Net Family Assets (as defined herein) worth more than \$100,000
- Families that do not own a home they could live in (as defined herein)

Reasons for denial of admission are addressed in the "Denial or Termination of Assistance" Chapter. These reasons for denial constitute additional admission criteria.

The Family's initial eligibility for placement on the waiting list will be made in accordance with the eligibility factors.

Evidence of Citizenship/Eligible Immigrant Status will not be verified until the family is selected from the waiting list for final eligibility processing for issuance of a Voucher.

The Housing Choice Voucher Program will administer the Veterans Affairs Support Housing (VASH) Program in accordance with the policies, procedures, and regulations outlined in the HUD-VASH Program (24 CFR Section 982).

B. Family Composition [24 CFR 982.201.(c)]

The applicant must qualify as a family. A family may be a single person or a group of people.

A "family" includes a family with or without children. A group of people consisting of two or more elderly persons or disabled persons living together, or one or more elderly or disabled persons living with one or more live-in aids is a family. The Housing Choice Voucher Program determines if any other group of persons qualifies as a "family"

A single person family may be, regardless of actual or perceived sexual orientation, gender identity, or marital status:

- A single person, who may be an elderly person, displaced person, disabled person, near-elderly person or any other single person; or
- A group of persons residing together and such groups included, but is not limited to:
 - An elderly family;
 - A near-elderly family;
 - A displaced family;
 - A disabled family; and
 - The remaining member of a tenant family.

In addition, for categorizing family as defined above, the terms disabled family, elderly family and near- elderly family are:

- Disabled Family means a family whose head (including co-head), spouse or sole member is a person with a disability.
- Elderly Family means a family whose head (including co-head), spouse or sole member is a person who is at least 62 years of age.

- Near Elderly family means a family whose head (including co-head), spouse or sole member is a person who is 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.

A family also includes two or more persons who intend to share residency whose income and resources are available to meet the family's needs and who have a history as a family unit or show evidence of a stable family relationship.

A child who is temporarily away from home because of placement in foster care is considered a member of the family. This provision only pertains to foster child's temporary absences from the home, and is not intended to artificially enlarge the space available for other family members.

Head of Household

The head of household is the adult member of the household who is designated by the family as head, is wholly or partly responsible for paying the rent, and has the legal capacity to enter into a lease under State/local law.

Spouse of Head

Spouse means the husband or wife of the head.

For proper application of the Non-citizens Rule, the definition of spouse is: the marriage partner who, in order to dissolve the relationship, and would have to be divorced. It includes the partner in a common law marriage or civil union. The term "spouse" does not apply to boyfriends, girlfriends, significant others, or co-heads.

Co-Head

An individual in the household who is equally responsible for the lease with the Head of Household. A family may have a spouse or co-head, but not both. A co-head never qualifies as a dependent.

Live-in Attendants

A family may include a live-in aide provided that such live-in aide:

- Is determined by the Housing Choice Voucher Program to be essential to the care and well-being of an elderly person, a nearly-elderly person, or a person with disabilities;
- Is not obligated for the support of the person(s);
- Would not be living in the unit except to provide care for the person(s);
- Is 18 years of age or older.

A live-in aide is treated differently than family members:

- >- Income of the live-in aide will not be counted for purposes of determining eligibility or level of benefits.
- >- Live-in aides are not subject to Non-Citizen Rule requirements.
- >- Live-in aides may not be considered as a remaining member of the tenant family.

Relatives are not automatically excluded from being live-in aides, but they must meet all of the elements in the live-in aide definition described above. Family members of a live-in attendant may also reside in the unit providing doing so does not increase the subsidy by the cost of an additional bedroom and further provided that the presence of the live-in's family members do not overcrowd the unit.

A live-in aide may only reside in the unit with the written approval of the Housing Choice Voucher Program. Written verification will be required from a reliable, knowledgeable professional, such as a doctor, social worker, or case worker. The verification provider must certify that a live-in aide is needed for the care of the family member who is elderly, near-elderly (50-61) or disabled and include the hours the care will be provided.

The Housing Choice Voucher Program will approve a live-in aide if needed as a reasonable accommodation to make the program accessible to and usable by the family member with a disability. Approval of a live-in aide for reasonable accommodations section in Chapter 1 of this administrative plan.

At any time, the Housing Choice Voucher Program will refuse to approve a particular person as a live-in aide or may withdraw such approval if:

- >- The person commits fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program;
- >- The person commits drug-related criminal activity or violent criminal activity; or
- >- The person currently owes rent or other amounts to the Housing Choice Voucher Program or to another Housing Authority in connection with Section 8 or public housing assistance under the 1937 Act.

Split Households Prior to Voucher Issuance

Families who are on the Housing Choice Voucher Program's waiting list may have a change in family composition where two parties split up and each want to retain their status (date/time) on the waiting list. In those instances where a family on the Housing Choice Voucher Program's waiting list becomes divided into two otherwise eligible families due to divorce or legal separation, and the new families cannot agree as to which new family unit should continue to retain the position on the waiting list and there is no court determination, the Housing Choice Voucher Program must determine which of the newly formed families will retain the placement on the waiting list.

Where the Housing Choice Voucher Program must make a determination as to who will retain the waiting list position, the waiting list position may be retained by either of the two new family units where there is mutual consent of the heads of the two new family units or there is a determination by a court as to which new family unit is to retain the position on the Housing Choice Voucher Program's waiting list. Otherwise, the Housing Choice Voucher Program will determine which of the two new family units will continue to retain the place on the waiting list. In making this decision, the Housing Choice Voucher Program shall consider which family member has physical custody of the children and/or whether domestic violence was involved in the breakup.

If there is a legal determination of custody and both new households include children, both new households will remain on the list as applicants, with the same date and time of application, as long as both parties remain eligible.

If there are no children in the household and the parties remain eligible and cannot make a decision as to who should remain the applicant, the Housing Authority will hold the application for ninety days pending a decision by the parties. After that time, if there is no decision, the Housing Choice Voucher will be awarded to the person who remains at the unit address listed on the application on file with the Housing Choice Voucher Program.

Documentation as to these factors will be the responsibility of the requesting parties. If documentation is not provided, the Housing Choice Voucher Program reserves the right to make the decision based on who is listed as head on the application.

An exception may be granted in the case of a battered spouse, with verification of this situation being the same as the preference verification for domestic violence.

Multiple Families in the Same Household

When families apply which consist of two families living together, (such as a mother and father and a daughter with her own husband or children), if they apply as a family unit, they will be treated as a family unit.

Joint Custody of Children

Children who are subject to a joint custody agreement but live with one parent at least 51 % of the time will be considered members of the household. "51% of the time" is defined as 183 days of the year which do not have to run consecutively.

When both parents are on the Waiting List and both are trying to claim the child, the parent whose address is listed in the school records will be allowed to claim the school-age child as a dependent.

C. INCOME LIMITATIONS [24 CF4 982.201(b), 982.353]

To be eligible for assistance, an applicant must:

Have an annual income at the time of admission that does not exceed the very low-income limits for occupancy established by HUD.

To be income eligible the applicant must be a family in the very low-income category, which is a family whose income does not exceed 50 percent of the area median income. The Housing Choice Voucher Program will not admit families whose income exceeds 50 percent of the area median income except those families included in 24 CFR 982.201 (b).

- A very low-income family.
- A low-income family that is continuously assisted under the 1937 Housing Act. An applicant is continuously assisted if the family has received assistance under any 1937 Housing Act program within 30 days of voucher issuance. Programs include any housing federally assisted under the 1937 Housing Act.
- A low-income family physically displaced by rental rehabilitation activity under 24 CFR part 511.
- A low-income non-purchasing family residing in a HOPE 1 or HOPE 2 project.
- A low-income non-purchasing family residing in a project subject to a home- ownership program under 24 CFR 248.173.
- A low-income family or moderate-income family that is displaced as a result of the prepayment of a mortgage or voluntary termination of a mortgage insurance contract under 24 CFR 248.165.
- A low-income family that qualifies for Voucher assistance as a non-purchasing family residing in a project subject to a resident home ownership program.

To determine if the family is income-eligible, the Housing Choice Voucher Program compares the annual income of the family to the applicable income limit for the family's size.

Families whose annual income exceeds the income limit will be denied admission and offered an informal review.

Portability: For initial lease-up at admission, families who exercise portability must be within the applicable income limit for the jurisdiction of the receiving Housing Authority in which they want to live.

D. **MANDATORY SOCIAL SECURITY NUMBERS** [24 CFR 5.216, 5.218]

Families are required to provide verification of Social Security Numbers for all family members age 6 and older prior to admission, if they have been issued a number by the Social Security Administration. This requirement also applies to persons joining the family after admission to the program.

Failure to furnish verification of Social Security Numbers is grounds for denial or termination of assistance.

Persons who have not been issued a Social Security Number must sign a certification that they have never been issued a Social Security Number.

Persons who disclose their Social Security Number, but cannot provide verification of a Social Security card, must provide a printout from the Social Security Administration Office.

If a child under the age of six years was added to the applicant's household within the 6-month period prior to the household's date of admission, the applicant may become a participant so long as proper documentation is provided within 90 calendar days of the date of admission to the program. GDPM must grant an extension of one additional 90-day period if GDPM determines, in its discretion, the applicant's failure to comply was due to circumstances that could not reasonably have been foreseen and were outside the applicant's control. Failure to provide sufficient documentation within the required time-period will result in the termination of program participation.

E. **CITIZENSHIP/ELIGIBLE IMMIGRATION STATUS** [24 CFR Part 5, Subpart E]

In order to receive assistance, a family member must be a U.S. citizen or eligible immigrant. Individuals who are neither, may elect not to contend their status. Eligible immigrants are persons who are in one of the immigrant categories as specified by HUD.

For the Citizenship/Eligible Immigration requirement, the status of each member of the family is considered individually before the family's status is defined.

Mixed Families. A family is eligible for assistance as long as at least one member is a citizen or eligible immigrant. Families that include eligible and ineligible individuals are called "mixed". Such applicant families will be given notice that their assistance will be pro-rated and that they may request a hearing if they contest this determination.

All Members Ineligible. Applicant families that include no eligible members are ineligible for assistance. Such families will be denied admission and offered an opportunity for a hearing.

Non-citizen students. Defined by HUD in the non-citizen regulations at 24 CFR 5.522. Not eligible for assistance.

Appeals. For this eligibility requirement only, the applicant is entitled to a hearing exactly like those provided for participants.

F. OTHER CRITERIA FOR ADMISSIONS [24 CFR 982.552(b)]

A family will not be admitted to the program if any member of the family has been evicted from federally assisted housing for serious violation of the lease within the past three years.

A family will be denied admission to the program if any member of the family fails to sign and submit consent forms for obtaining information required by the Housing Choice Voucher program, including Form HUD-9886.

The Housing Choice Voucher Program will apply the following criteria, in addition to the HUD eligibility criteria, as grounds for denial of admission to the program:

- The family must have paid any outstanding debt owed to GDPM or another PHA on any previous tenancy in Public Housing or Housing Choice Voucher Programs unless excused by HUD or other federal regulation the family must repay in full to be considered eligible for admission. GDPM will consider repayment agreements on a case-by-case situation to determine eligibility.
- The family must not have been evicted or left any previous tenancy under the Housing Choice Voucher Program while in violation of a family obligation within the past three years of their preliminary application date or within the past 3 years from the date of final eligibility determination.
- There is reasonable cause to believe that a family 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.
- No person may be admitted to the GDPM Housing Choice Voucher Program if they are subject to a lifetime registration as a sex offender under a State registration program (24 CFR § 5.905(a)(1); PIH Notice 2012-28)
 - GDPM will check sex offender status in the State of Ohio and nationwide via a nationwide database like nsopw.org;
 - All proposed family members must provide a list of all states which they have resided and if their name appears on any lifetime sex offender registry or
- The family, including any family member listed on the application, must not have been convicted or pled guilty to felony drug-related criminal activity or felony violent criminal activity within the past three years of their preliminary application date or within the past 3 years from the date of final eligibility determination. (24 CFR 5.903(b)(1)). All adult family members are required to give written authorization for GDPM to obtain criminal conviction records from law enforcement agencies. Strict confidentiality policies must be followed by GDPM regarding criminal records, including sex offender results and must not be shared externally (24 CFR 5.905(b)(4)). As such, criminal records must not be retained and are to be destroyed by GDPM after screening is complete (24 CFR

5.905(c)(1)(iii); 5.903(g)(3)). Only a record of such screenings will be retained as a part of the family's file (24 CFR 982.158(f)).

- **Felony drug-related criminal activity means:**
 - The illegal manufacture, sale or distribution, or the possession with intent to manufacture, sell or distribute, a controlled substance (as defined in the Controlled Substance Act);
 - The manufacturing or production of methamphetamine on the premises of any federally assisted housing;
 - The illegal use or possession (other than with intent to manufacture, sell or distribute), of a controlled substance, except that such use or possession has occurred within 18 months of their final eligibility date;
 - Drug related criminal activity does not include the use or possession if the family member can demonstrate that he/she:
 - Has or has had an addiction to a controlled substance, has a record of such impairment, or is regarded as having such impairment, and;
 - Is currently enrolled in or has successfully completed a substance abuse program and does not currently use or possess controlled substances.
- Felony violent criminal activity includes:
 - Any criminal activity that has one of its elements use, attempted use, or threatened use of physical force substantial enough to cause, or be likely to cause, serious bodily injury or property damage;
 - Criminal activity that may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity; or
 - Criminal activity that may threaten the health or safety of property owners, management staff, and persons performing contract administration functions or other responsibilities on behalf of the GDPM (including a GDPM employee, contractor, subcontractor, or agent).

Evidence of drug related and/or violent criminal activity or sexual offender status is based upon records obtained from public agencies or other reliable sources.

G. CRIMINAL RECORDS

Screening for Eligibility

GDPM is authorized to obtain criminal conviction records from law enforcement agencies to screen applicants for admission to the HCV program. This authority assists GDPM in complying with HUD requirements and GDPM policies to deny assistance to applicants who are engaging in or have engaged in certain criminal activities. In order to obtain access to the records GDPM must require every applicant family to submit a consent form signed by each adult household member [24 CFR 5.903].

GDPM Policy

GDPM will perform a criminal background check through local law enforcement for every adult household member and through public electronic databases. GDPM may also perform criminal background checks through third party service providers. GDPM is required to perform criminal background checks necessary to determine whether any household member is subject to a lifetime registration requirement under a state sex offender program in the state where the housing is located, as well as in any other state where a household member is known to have resided [24 CFR 982.553(a)(2)(i)].

If GDPM proposes to deny assistance based on a criminal record or on lifetime sex offender registration information, GDPM must notify the household of the proposed action within 10 days and must provide the subject of the record and the applicant a copy of the record and an opportunity to dispute the accuracy and relevance of the information prior to a denial of admission. [24 CFR 5.903(f) and 5.905(d)]. [24 CFR 982.307].

GDPM may only disclose the criminal conviction records which GDPM receives from a law enforcement agency to officers or employees of GDPM, the subject of the record and the applicant if they are denied assistance or proposed for termination on the basis of a criminal record or to authorized representatives of GDPM who have a job related need to have access to the information [24 CFR 5.903(e)]. GDPM must establish and implement a system of records management that ensures that any criminal record received by GDPM from a law enforcement agency is maintained confidentially, not misused or improperly disseminated, and destroyed, once the purpose for which the record was requested has been accomplished, including expiration of the period for filing a challenge to GDPM action without institution of a challenge or final disposition of any such litigation [24 CFR 5.903(g)].

GDPM will establish and implement a system of records management that ensures that any sex offender registration information received by GDPM from a State or local agency is maintained confidentially, not misused or improperly disseminated, and destroyed, once the purpose for which the record was requested has been accomplished, including expiration of the period for filing a challenge to GDPM action. This requirement does not apply to information that is public information, or is obtained by a GDPM other than under 24 CFR S.905.

Record Management

PHAs must maintain applicant and participant files and information in accordance with the regulatory requirements described below.

GDPM Policy

All applicant and participant information will be kept in a secure location and access will be limited to authorized GDPM staff.

GDPM staff will not discuss personal family information unless there is a business reason to do so. Inappropriate discussion of family information or improper disclosure of family information by staff will result in disciplinary action.

Privacy Act Requirements [24 CFR 5.212 and Form-9886]

The collection, maintenance, use, and dissemination of social security numbers (SSN), employer identification numbers (EIN), any information derived from these numbers, and income information of applicants and participants must be conducted, to the extent applicable, in compliance with the Privacy Act of 1974, and all other provisions of Federal, State, and local law.

Applicants and participants, including all adults in the household, are required to sign a consent form, HUD9886, Authorization for Release of Information. This form incorporates the Federal Privacy Act Statement and describes how the information collected using the form may be used, and under what conditions HUD or GDPM may release the information collected.

Upfront Income Verification (UIV) Records

PHAs that access UIV data through HUD's Enterprise Income Verification (EIV) System are required to adopt and follow specific security procedures to ensure that all EIV data is protected in accordance with Federal laws, regardless of the media on which the data is recorded (e.g. electronic, paper). These requirements are contained in the HUD issued document, Enterprise Income Verification (EIV) System, Security Procedures for Upfront Income Verification data.

GDPM Policy

Prior to utilizing HUD's EIV system, GDPM will adopt and implement EIV security procedures required by HUD.

GDPM may only disclose the criminal conviction records which GDPM receives from a law enforcement agency to officers or employees of GDPM, applicants who are denied assistance or are proposed for termination on the basis of a criminal record or to authorized representatives of GDPM who have a job related need to have access to the information [24 CFR 5.903(e)].

Additionally, if a family is denied admission or proposed for termination based on a criminal record or on lifetime sex offender registration information, GDPM must provide the subject of the criminal record and the applicant a copy of the record and an opportunity to dispute the relevance of the information prior to a denial of admission. Once the allotted time to challenge the adverse decision has passed, all criminal records, including sex offender registry, will be shredded and placed in a secure disposal receptacle.

GDPM must establish and implement a system of records management that ensures that any criminal record received by GDPM from a law enforcement agency is maintained confidentially, not misused or improperly disseminated, and destroyed, once the purpose for which the record was requested has been accomplished, including expiration of the period for filing a challenge to GDPM action without institution of a challenge or final disposition of any such litigation [24 CFR 5.903(g)].

GDPM must establish and implement a system of records management that ensures that any sex offender registration information received by GDPM from a State or local agency is maintained confidentially, not misused or improperly disseminated, and destroyed, once the purpose for which the record was requested has been accomplished, including expiration of the period for filing a challenge to GDPM action without institution of a challenge or final disposition of any such litigation. This requirement does not apply to information that is public information, or is obtained by a GDPM other than under 24 CFR 5.905.

H. MANDATORY AND PERMANENT INELIGIBILITY

In addition to existing admission policies which cover ineligibility for drug-related criminal activity, the Housing Choice Voucher Department must permanently deny admission to the Housing Choice Voucher Program of persons convicted of manufacturing or producing methamphetamine (commonly referred to as "speed") in violation of any Federal, State or local law as well as a registered sex offender who is subject to lifetime registration requirements under the state sex offender registration programs.

I. TENANT SCREENING [24 CFR 982.307]

The Housing Choice Voucher Program will take into consideration any of the criteria for admission described in the "Denial or Termination of Assistance" chapter.

The Housing Choice Voucher Program will not screen family behavior or suitability for tenancy. The Housing Choice Voucher Program will not be liable or responsible to the owner or other persons for the family's behavior or the family's conduct in tenancy.

The owner is responsible for screening and selecting the family to occupy the owner's unit. At or before the Housing Choice Voucher Program approval of the tenancy, the Housing Choice Voucher Department will inform the owner that screening and selection for tenancy is the responsibility of the owner.

The owner is responsible for screening families based on their tenancy histories, including such factors as: [24 CFR 982.307(a)(3)]

- Payment of rent and utility bills
- Caring for a unit and premises
- Respecting the rights of other residents to the peaceful enjoyment of their housing
- Drug-related criminal activity or other criminal activity that is a threat to the health, safety or property of others; and
- Compliance with other essential conditions of tenancy.

The Housing Choice Voucher Department will give the owner:

The family's current and prior address as shown in the Housing Choice Voucher Department's records; and the name and address (if known by the Housing Choice Voucher Department) of the landlord at the family's current and prior address.

The Housing Choice Voucher Department will advise families how to file a complaint if they have been discriminated against by an owner. The Housing Choice Voucher Department will advise the family to make a Fair Housing complaint. The Housing Choice Voucher Department may also report the owner to HUD (Fair Housing/Equal Opportunity) or the local Fair Housing Organization.

J. CHANGES IN ELIGIBILITY PRIOR TO EFFECTIVE DATE OF THE CONTRACT

Changes that occur during the period between issuance of a voucher and lease up may affect the family's eligibility or share of the rental payment.

K. **INELIGIBLE FAMILIES**

Families who are determined to be ineligible will be notified in writing of the reason for denial and given an opportunity to request an informal review, or an informal hearing if they were denied due to non-citizen status.

L. **PROHIBITED ADMISSIONS CRITERIA** [982.202(b)]

Admission to the program may not be based on where the family lives before admission to the program.

Admission to the program may not be based on:

-)'- Where a family lives prior to admission to the program.
-)'- Where the family will live with assistance under the program.
-)'- Discrimination because members of the family are unwed parents, recipients of public assistance, or children born out of wedlock.
-)'- Discrimination because a family includes children.
-)'- Whether a family decides to participate in a family self-sufficiency program; or
-)'- Other reasons as listed in the "Statement of Policies and Objectives" chapter under the Fair Housing and Reasonable Accommodations section.

M. **SUSPENDING WAITLIST PROCESSING**

The Housing Choice Voucher Program may choose to suspend processing of applicants selected from the wait-list that are pending verification for a Housing Choice Voucher due to insufficient funding. Once sufficient federal funding becomes available, we will resume processing.

Chapter 5

APPLYING FOR ADMISSION

INTRODUCTION

The policy of the Housing Choice Voucher Program is to ensure that all families who express an interest in housing assistance are given an equal opportunity to apply and are treated in a fair and consistent manner. This Chapter describes the policies and procedures for completing an initial application for assistance, placement and denial of placement on the waiting list, and limitations on who may apply. The primary purpose of the intake function is to gather information about the family, but the Housing Choice Voucher Program will also utilize this process to provide information to the family so that an accurate and timely decision of eligibility can be made. Applicants will be placed on the waiting list in accordance with this Plan.

A. WAITING LIST [24 CFR 982.204]

The Housing Choice Voucher Program uses a single waiting list for admission to its Housing Choice Voucher tenant-based assistance program. Except for Special Admissions, applicants will be selected from the Housing Choice Voucher Program's waiting list in accordance with policies and preferences and income targeting requirements defined in this Administrative Plan. The Housing Choice Voucher Program will maintain information that permits proper selection from the waiting list. The Waitlist must contain:

1. Applicant name;
2. Family unit size;
3. Date and time of application;
4. Qualification for any local preference;
5. Racial or ethnic designation of the head of household.

The Waitlist will be kept in sequential order for proper selection. GDPM will document reasons for skipping anyone on the list for special targeted programs or to meet very-low income admissions thresholds.

An applicant is considered “selected” or “pulled” from the Waitlist when the notification of eligibility is mailed to the applicant.

B. OVERVIEW OF THE APPLICATION TAKING PROCESS

The purpose of application taking is to permit the Housing Choice Voucher Department to gather information and determine placement on the waiting list. The application will contain questions designed to obtain pertinent program information.

Families who wish to apply for any one of the Housing Choice Voucher Programs must complete a written application form during open enrollment. To provide specific accommodation to persons with disabilities, upon request, the information may be mailed to the applicant, and if requested, it will be mailed in an accessible format

The application process will involve two phases. The first is the "initial" application for assistance (referred to as a new application). This first phase results in the family's placement on the waiting list.

The new application will be dated, time-stamped, and can be completed online. This application will be maintained until such time as it is needed for processing.

The second phase is the "final determination of eligibility" (referred to as the update application). The update application takes place when the family reaches the top of the waiting list. At this time the Housing Choice Voucher Department ensures that verification of all HUD and the Housing Choice Voucher Program's eligibility factors is current in order to determine the family's eligibility for the issuance of a voucher. This process can be completed online.

C. OPENING/CLOSING OF APPLICATION TAKING [24 CFR 982.206, 982.54(d)(1)]

The Housing Choice Voucher Program will utilize the following procedures for opening the waiting list:

When the Housing Choice Voucher Program opens the waiting list, the Housing Choice Voucher Program will advertise through public notice in the following newspapers, minority publications and media entities, location(s), and program(s) for which applications are being accepted:

The notice will contain:

- The dates, times, and the locations where families may apply.
- The programs for which applications will be taken.
- A brief description of the program.
- A statement that public housing applicants, residents, and participants in other assisted housing programs must submit a separate application if they want to apply for a Housing Choice Voucher. Applicants will not lose their place on the Asset Management waiting list if they apply for the Housing Choice Voucher Program.

Limitations, if any, on who may apply.

The notices will be made in an accessible format if requested. They will provide potential applicants with information that includes the Housing Choice Voucher Program's address and telephone number, how to submit an application, information on eligibility requirements, and the availability of local preferences.

Upon request from a person with a disability, additional time will be given as an accommodation for submission of an application after the closing deadline. This accommodation is to allow persons with disabilities the opportunity to submit an application in cases when a social service organization provides inaccurate or untimely information about the closing date.

If the waiting list is open, the Housing Choice Voucher Program will accept applications from eligible families unless there is good cause for not accepting the application, such as denial of assistance because of action or inaction by members of the family for the grounds stated in the "Denial or Termination of Assistance" chapter of this Administrative Plan. [24 CFR 982.206(b)(2)]

Closing the Waiting List

The Housing Choice Voucher Program may stop applications if there are enough applicants to fill anticipated openings for the next 24 months. The waiting list may not be closed if it would have a discriminatory effect inconsistent with applicable civil rights laws.

The Housing Choice Voucher Program will announce the closing of the waiting list by public notice.

The open period shall be long enough to achieve a waiting list adequate to cover projected turnover and new allocations over the next 24 months. The Housing Choice Voucher Program will give at least three days' notice prior to closing the list. The application closing date may be determined administratively at the same time that the Housing Choice Voucher Program determines to open enrollment. When the period for accepting applications is over, the Housing Choice Voucher Department will add the new applicants to the list by separating the new applicants into groups based on preferences and ranking applicants within each group by date and time of application.

Limits on Who May Apply

When the waiting list is open depending upon the composition of the waiting list with regard to family types and preferences and to better serve the needs of the community, the Housing Choice Voucher Program may only accept applications from any family claiming preference(s).

When the application is submitted to the Housing Choice Voucher Department, it establishes the family's date and time of application for placement order on the waiting list.

D. "INITIAL" APPLICATION PROCEDURES [24 CFR 982.204(b)]

The Housing Choice Voucher Program will utilize a new application form. The information is to be filled out by the applicant whenever possible. To provide specific accommodation for persons with disabilities, the information may be mailed to the applicant and, if requested, it will be mailed in an accessible format. Translations will be provided for non-English speaking applicants by document in specific languages.

The purpose of the new application is to permit the Housing Choice Voucher Department to preliminarily assess family eligibility or ineligibility and to determine placement on the waiting list. The new application will contain at least the following information:

- Names and ages of all household members
- Sex and relationship of all household members

- Address(es) and telephone number(s)
- Family Unit Size (number of bedrooms the family qualifies for under the Housing Choice Voucher Program the Housing Choice Voucher Program subsidy standards)
- Date and time of application
- Qualification for any local preference
- Racial or ethnic designation of the head of household
- Annual (gross) family income and assets by household members
- Information regarding disabilities relating to program requirements (i.e. deductions)
- Social Security Numbers
- Citizenship/eligible immigration status
- Arrests/convictions for drug-related or violent criminal activity
- Targeted program qualifications

Duplicate applications will not be accepted.

Ineligible families will not be placed on the waiting list.

New applications will not require an interview. The information on the application will not be verified until the applicant has been selected for update eligibility determination. Update eligibility will be determined when the new application process is completed and all information is verified.

Failure to provide information, respond to mailings, or mailings being returned by post office as undeliverable will result in the applicant being removed from the waiting list. When applicants are notified in writing that their application has been rejected, the Housing Choice Voucher Department will state the reason and advise them of their right to an informal review.

In the event a client omits or falsifies the required information on the Housing Choice Voucher application form, the Housing Choice Voucher Department may terminate the application process and terminate the applicant from the Housing Choice Voucher Program.

E. **APPLICANT STATUS WHILE ON WAITING LIST** [CPR 982.204]

Applicants are required to inform the Housing Choice Voucher Department in writing of any changes to their application. Applicants are also required to respond to requests from the Housing Choice Voucher Department to update information on their application and to determine their interest in assistance.

If after a review of the new application the family is determined to be preliminarily eligible, they will be notified in writing or in an accessible format upon request, as a reasonable accommodation.

The notice will contain the approximate date that assistance may be offered and will further explain that the estimated date is subject to factors such as turnover and available funding.

This written notification of preliminary eligibility will be mailed to the applicant by first class mail, by email or distributed to the applicant in the manner requested as a specific accommodation.

If the family is determined to be ineligible based on the information provided in the new application, the Housing Choice Voucher Department will notify the family in writing (in an accessible format upon request as a reasonable accommodation), state the reason(s), and inform them of their right to an informal review. Persons with disabilities may request to have an advocate attend the informal review as an accommodation. See "Complaints and Appeals "chapter.

F. **TIME OF SELECTION** [24 CFR 982.204]

When sufficient funding is available, families will be selected from the waiting list in their determined sequence, regardless of family size, subject to income targeting requirements.

When there is insufficient funding available for the family at the top of the list, the Housing Choice Voucher Program will not admit any other applicant until funding is available for the first applicant.

Based on the Housing Choice Voucher Program's turnover and the availability of sufficient funding, groups of families will be selected from the waiting list to form a final eligibility "pool." Selection from the pool will be based on completion of verification.

G. COMPLETION OF A FULL APPLICATION

All preferences claimed on the new application or while the family is on the waiting list will be verified after the family is selected from the waiting list.

The qualification for preference must exist at the time the preference is claimed and at the time of verification, because claim of a preference determines placement on the waiting list.

After the preference is verified, when the Housing Choice Voucher Program is ready to select applicants, applicants will be required to complete an update application online, unless assistance is needed, or a request for accommodation is made by a person with a disability. The Housing Choice Voucher Department's staff will review the information on the update application form.

The update application will be available online for the applicant to complete.

Requirements to Complete Online Processing

The Housing Choice Voucher Department utilizes the update application to clarify information that has been provided by the family, and to ensure that the information is complete.

All adult family members will be required to sign the application and mandatory verifications. The head of household, co-head, and spouse will be required to sign the housing application.

If an applicant fails to complete the update application online, the Housing Choice Voucher Department will automatically send a second notice. **If** an applicant fails to complete their application after the second notice, their application will be withdrawn from the waiting list and the applicant given the opportunity to request an informal hearing.

Reasonable accommodation will be made for persons with a disability who require an advocate or accessible offices. A designee will be allowed to participate in the interview process, but only with permission of the person with a disability.

All adult members must sign the HUD Form 9886, Release of Information, the application and all supplemental forms required by the Housing Choice Voucher Program, the declarations and consents related to citizenship/immigration status and any other documents required by the Housing Choice Voucher Program. Applicants will be required to sign specific verification forms for information that is not covered by the HUD form 9886. Failure to do so will be cause for denial of the application for failure to provide necessary certifications and release as required by the Housing Choice Voucher Program.

Every adult household member must sign a consent form to release criminal conviction records to the Housing Choice Voucher Program, which will allow the Housing Choice Voucher Department to receive the records and use them in accordance with HUD regulations. The Housing Choice Voucher Department will conduct criminal background screenings and every adult member will be checked through CBC AMRENT.

If the Housing Choice Voucher Department determines that additional information or document(s) are needed, the Housing Choice Voucher Department will request the document(s) or information in writing. The family will be given ten working days to supply the information.

If the information is not supplied in this time period, the Housing Choice Voucher Department will provide the family with a notification of denial for assistance. (See "Complaints and Appeals" chapter)

H. **VERIFICATION** [24 CFR 982.201 (e)]

Information provided by the applicant will be verified, using the verification procedures in the "Verification Procedures" chapter. Family composition, income, allowances and deductions, assets, full-time student status, eligibility and rent calculation factors, and other pertinent information will be verified. Verifications may not be more than 60 days old at the time of issuance of the Voucher.

I. **FINAL DETERMINATION AND NOTIFICATION OF ELIGIBILITY** [24 CFR 982.201]

After the verification process is completed, the Housing Choice Voucher Program will make a final determination of eligibility. This decision is based upon information provided by the family, the income verification, and the current eligibility criteria in effect. If the family is determined to be eligible, the Housing Choice Voucher Department will mail a notification of eligibility.

An on line appointment will be scheduled for the issuance of a voucher and the family's orientation to the housing program. At this time, the family size is established and estimation of the housing voucher subsidy (HVS) and the 40%.

J. **SUSPENDING ELIGIBILITY PROCESSING**

The Housing Choice Voucher Program may choose to suspend processing of applicants selected from the waitlist that are pending verification for a Housing Choice Voucher due to insufficient funding. Once sufficient federal funding becomes available, we will resume processing.

Chapter 6

ESTABLISHING PREFERENCES AND MAINTAINING THE WAITING LIST

INTRODUCTION

It is the Housing Choice Voucher Program's objective to ensure that families are placed in the proper order on the waiting list and selected from the waiting list for admissions in accordance with the policies in this Administrative Plan.

This chapter explains the six local preferences which the Housing Choice Voucher Program has adopted to meet local housing needs, defines the eligibility criteria for the preferences and explains the Housing Choice Voucher Program's system of applying them.

By maintaining an accurate waiting list, the Housing Choice Voucher Program will be able to perform the activities which ensure that an adequate pool of qualified applicants will be available so that program funds are used in a timely manner.

A. WAITING LIST [24 CFR 982.204]

The Housing Choice Voucher Program uses a single waiting list for admission to its Housing Choice Voucher tenant-based assistance program.

Except for Special Admissions, applicants will be selected from the Housing Choice Voucher Program 's waiting list in accordance with policies and preferences and income targeting requirements defined in this Administrative Plan.

The Housing Choice Voucher Program will maintain information that permits proper selection from the waiting list.

The waiting list contains the following information for each applicant listed:

1. Applicant name;
2. Family unit size;
3. Date and time of application;
4. Qualification for any local preference;
5. Racial or ethnic designation of the head of household.

B. SPECIAL ADMISSIONS AND EXCEPTIONS FOR SPECIAL ADMISSIONS

[24 CFR 982.54(d)(3) and (e), 982.203]

If HUD awards a PHA program funding that is targeted for specifically named families, the Housing Choice Voucher Program will admit these families under a Special Admission procedure.

Special admissions families will be admitted outside of the regular waiting list process. They do not have to qualify for any preferences, nor are they required to be on the program waiting list. The Housing Choice Voucher Program maintains separate records of these admissions.

The following are examples of types of program funding that may be designated by HUD for families living in a specified unit:

- A family displaced because of demolition or disposition of a public or Indian housing project;
- A family residing in a multifamily rental housing project when HUD sells, forecloses or demolishes the project;
- For housing covered by the Low Income Housing Preservation and Resident Homeownership Act of 1990;
- A family residing in a unit affected by eminent domain (per HUD's request);
- A family residing in a project/Special Program covered by a project-based Housing Choice Voucher HAP contract at or near the end of the HAP contract term;

Applicants who are admitted under Special Admissions, rather than from the waiting list, are identified by specific housing codes in the automated system.

C. LOCAL PREFERENCES [24 CFR 982.207]

The Housing Choice Voucher Program will offer public notice when changing its preference system and the notice will be publicized using the same guidelines as those for opening and closing the waiting list.

The Housing Choice Voucher Program uses the following local preference system (in the order listed):

1. Victims of domestic violence: The Housing Choice Voucher Program will offer a local preference to families that have been subjected to or victimized by a member of the family or

household within the past *12 months*.

- a. The Housing Choice Voucher Program requires that victims of domestic violence preference be provided when the victim brings third party verification that includes two elements:
 - i. A signed statement by the victim that provides the name of the perpetrator and certifies that the incidents in question are bona fide incidents of actual or threatened domestic violence, dating violence or stalking;
 - ii. One of the following dated within the last twelve months:
 1. A police or court record documenting the actual or threatened abuse or;
 2. A statement signed by an employee, agent or volunteer of a victim service provider, an attorney, a medical professional, or another knowledgeable professional from whom the victim has sought assistance in addressing the actual or threatened abuse. The professional must attest under penalty of perjury that the incidents in question are bona fide incidents of abuse and the victim must sign or attest to the statement.

At the family's request, the Housing Choice Voucher Program will take precautions to ensure that the new location of the family is concealed in cases of domestic abuse.

2. Veteran preference: [state law definition] (veterans or surviving spouses of veterans).
3. Elderly preference: Head or spouse of household is 62 years of age or older.
4. Disability preference: This preference is extended to disabled persons or families with a disabled member as defined in this plan. Proof of disability will be required at time of selection. [HUD regulations prohibit admission preferences for specific types of disabilities] Families at risk of going into a health institution will be selected first in this particular category.
5. Homeless preference:
 - a. This preference is extended to an individual who lacks a fixed, regular, and adequate night-time residence.
 - b. An individual who has a primary night-time residence that is supervised publicly or

privately; operated shelter designed for temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing)

Applications can be referred to the Housing Choice Voucher Program thru the local Gateway Shelter, the St. Vincent DePaul Center, or Homefull.

Homeless preference will be determined based upon third-party verification of a statement signed by an employee, agent or volunteer of a service provider, an attorney, faith-based provider, a medical professional, or another knowledgeable professional from whom the victim has sought assistance. The professional must attest under penalty of perjury that the applicant in question is currently homeless.

6. Emergency Housing Voucher (EHV) holders participating in the EHV program as of June 20, 2025 whose assistance is at risk of termination due to lack of program funding.

All remaining applications that do not qualify for one of the above preferences will be placed on the waiting list in date and time order of applications.

Treatment of Single Applicants

Single applicants will be treated as any other eligible family on the waiting list.

D. INCOME TARGETING

In accordance with the Quality Housing and Work Responsibility Act of 1998, each fiscal year the Housing Choice Voucher Program will reserve a minimum of seventy-five percent of its Housing Choice Voucher new admissions for families whose income does not exceed the higher of 30 percent of the area median income or the federal poverty level as determined by HUD. HUD refers to these families as "extremely low-income families." The Housing Choice Voucher Program will admit families who qualify under the Extremely Low Income limit to meet the income targeting requirement, regardless of preference.

The Housing Choice Voucher Program's income targeting requirement does not apply to low-income families continuously assisted as provided for under the 1937 Housing Act.

The Housing Choice Voucher Program is also exempted from this requirement where the Housing Choice Voucher Program is providing assistance to low-income or moderate-income families entitled to preservation assistance under the tenant-based program as a result of a mortgage prepayment or opt-out.

E. INITIAL DETERMINATION OF LOCAL PREFERENCE OUALIFICATION

24 CFR 982.207]

At the time of application, an applicant's entitlement to a local preference may be made on the applicant's certification that they qualify for a preference will be accepted without verification at the initial application. When the family is selected from the waiting list for the final determination of eligibility, the preference will be verified.

If the preference verification indicates that an applicant does not qualify for the preference, the preference will be removed and a letter issued to the applicant that they will be returned to the waiting list according to the date and time of the application.

If, at the time the family applied, the preference claim was the only reason for placement of the family on the list and the family cannot verify their eligibility for the preference as of the date of application, the family will be removed from the list.

F. TARGETED FUNDING [24 CFR 982.203]

When HUD awards special funding for certain family types, families who qualify are placed on the regular waiting list. When a specific type of funding becomes available, the waiting list is searched for the first available family meeting the targeted funding criteria.

Applicants who are admitted under targeted funding which are not identified as a Special Admission are identified by specific housing codes in the automated system. The Housing Choice Voucher Program has the following "Targeted" Programs:

- Mainstream for Persons with Disabilities
- Family Unification Program

G. PREFERENCE AND INCOME TARGETING ELIGIBILITY [24 CFR 982.207]

Change in Circumstances

Changes in an applicant's circumstances while on the waiting list may affect the family's entitlement to a preference. Applicants are required to notify the Housing Choice Voucher Department in writing when their circumstances change.

When an applicant claims an additional preference, s/he will be placed on the waiting list in the appropriate order determined by the newly-claimed preference.

The exception to this is, if at the time the family applied, the waiting list was only open to families who claimed that preference. In such case, the applicant must verify that they were eligible for the first preference before they are returned to the waiting list with the new preference.

If the family's verified annual income, at final eligibility determination, does not fall under the Extremely Low Income limit and the family was selected for income targeting purposes before family(ies) with a higher preference, the family will be returned to the waiting list.

Cross-Listing of Different Housing Programs and The Housing Choice Voucher Program

[24 CFR 982.205(a)]

The Housing Choice Voucher Program will not merge its waiting lists. However, if the Housing Choice Voucher Program's waiting list is open when the applicant is placed on the Asset Management program, or the project-based voucher, or the moderate rehabilitation program waiting list, the Housing Choice Voucher Program must offer to place the family on its tenant-based assistance list.

Other Housing Assistance [24 CFR 982.205(b)]

Other housing assistance means a federal, State or local housing subsidy, as determined by HUD, including public housing.

The Housing Choice Voucher Program may not take any of the following actions because an applicant has applied for, received, or refused other housing: [24 CFR 982.205(b)]

- Refuse to list the applicant on the Housing Choice Voucher Program waiting list for tenant-based assistance;
- Deny any admission preference for which the applicant is currently qualified;
- Change the applicant's place on the waiting list based on preference, date and time of application, or other factors affecting selection under the Housing Choice Voucher Program's selection policy; or
- Remove the applicant from the waiting list.

However, the Housing Choice Voucher Program may remove the applicant from the waiting list for tenant-based assistance if the Housing Choice Voucher Program has offered the applicant assistance under the voucher program.

H. ORDER OF SELECTION [24 CFR 982.207(e)]

The Housing Choice Voucher Program's method for selecting applicants from a preference category leaves a clear audit trail that can be used to verify that each applicant has been selected in accordance with the method specified in the administrative plan.

Local Preferences

Local preferences will be used to select families from the waiting list. The Emergency Housing Voucher Preference will have priority over all other preferences. All other local preferences will be treated equally.

Among applicants with equal preference status, the waiting list will be organized by date and time.

I. **FINAL VERIFICATION OF PREFERENCES** [24 CFR 982.207]

Preference information on applications will be updated as applicants are selected from the waiting list. At that time, the Housing Choice Voucher Department will obtain necessary verifications of preference by third party verification or from the family submitting the verification.

J. **PREFERENCE DENIAL** [24 CFR 982.207]

If the Housing Choice Voucher Program denies a preference, the Housing Choice Voucher Program will notify the applicant in writing the reasons why the preference was denied. The applicant will be placed on the waiting list without benefit of the preference. Applicants may exercise other rights if they believe they have been discriminated against.

If the applicant falsifies documents or makes false statements in order to qualify for any preference, they will be removed from the waiting list.

K. **REMOVAL FROM WAITING LIST AND PURGING** [24 CFR 982.204(c)]

The Waiting List will be purged not more than three times each year by a mailing or automated phone system to all applicants to ensure that the waiting list is current and accurate. The mailing or automated phone system will ask for confirmation of continued interest.

Any mailings or automated phone system to the applicant which require a response will state that failure to respond within ten working days will result in the applicant's name being dropped from the waiting list.

An extension of ten working days to respond will be granted, if requested and needed as a reasonable accommodation for a person with a disability.

If an applicant fails to respond to a mailing or automated phone system from the Housing Choice Voucher Program, the applicant will be sent a second notification and given ten working days to contact the Housing Choice Voucher Department. If they fail to respond within ten working days, they will be removed from the waiting list.

If the applicant did not respond to the Housing Choice Voucher Department's request for information or updates because of a family member's disability, the Housing Choice Voucher Department will reinstate the applicant in the family's former position on the waiting list.

If a letter is returned by the Post Office without a forwarding address, the applicant will be removed without further notice, and the envelope and letter will be maintained in the applicant's file.

If a letter is returned with a forwarding address, it will be re-mailed to the address indicated. The applicant file will be noted and the envelope and a copy of the letter will be maintained in the applicant's file.

Determination of Insufficient Funding Overview

The HCV regulations allow PHAs to deny families permission to move and to terminate Housing Assistance Payments (HAP) contracts if funding under the consolidated ACC is insufficient to support continued assistance [24 CFR 982.314(e)(I) and 982.454].

Insufficient funding may also impact the PHA's ability to issue vouchers to families on the waiting list. This part discusses the methodology the PHA will use to determine whether or not the PHA has sufficient funding to issue vouchers, approve moves, and to continue subsidizing all families currently under a HAP contract.

Methodology Housing Choice Voucher Policy

The Housing Choice Voucher Department will determine whether there is adequate funding to issue vouchers, approve moves to higher cost units and areas, and continue subsidizing all current participants by comparing the Housing Choice Voucher Program's annual budget authority to the annual total HAP needs on a monthly basis. The total HAP needs for the calendar year will be projected by establishing the actual HAP costs year to date.

To that figure, the Housing Choice Voucher Department will add anticipated HAP expenditures for the remainder of the calendar year. Projected HAP expenditures will be calculated by multiplying the projected number of units leased per remaining months by the most current month's average HAP. The projected number of units leased per month will take into account the average monthly turnover of participant families.

The Housing Choice Voucher Department will not consider the cost of vouchers issued that are not under HAP contract in making this determination. If the total annual HAP needs equal or exceed the annual budget authority, or if the Housing Choice Voucher Program cannot support the cost of the proposed subsidy commitment (voucher issuance or move) based on the funding analysis, the Housing Choice Voucher Program will be considered to have insufficient funding.

Chapter 7

SUBSIDY STANDARDS

INTRODUCTION

HUD guidelines require that the Housing Choice Voucher Program establish subsidy standards for the determination of family unit size, and that such standards provide for a minimum commitment of subsidy while avoiding overcrowding. The standards used for the unit size selected by the family must be within the minimum unit size requirements of HUD's Housing Quality Standards. This Chapter explains the subsidy standards that will be used to determine the voucher size (family unit size) for various sized families when they are selected from the waiting list, as well as the Housing Choice Voucher Program's procedures when a family's size changes or a family selects a unit size that is different from the Voucher.

A. DETERMINING FAMILY UNIT (VOUCHER) SIZE [24 CFR 982.402]

The Housing Choice Voucher Program does not determine who shares a bedroom/sleeping room, but there must be at least one person per bedroom on the Voucher. The Housing Choice Voucher Program's subsidy standards for determining voucher size shall be applied in a manner consistent with Fair Housing guidelines.

For subsidy standards, an adult is a person 18 years old or older.

All standards in this section relate to the number of bedrooms on the Voucher, not the family's actual living arrangements.

The unit size on the Voucher remains the same as long as the family composition remains the same, regardless of the actual unit size rented.

One bedroom generally will be assigned for each two family members. The Housing Choice Voucher Program will consider factors such as family characteristics including sex, age, or relationship. Consideration will also be given for medical reasons and the presence of a live-in aide.

Generally, the Housing Choice Voucher Program assigns one bedroom to two people within the following guidelines:

Persons of different generations, persons of the opposite sex (other than spouses), and unrelated adults should be allocated a separate bedroom.

Separate bedrooms should be allocated for persons of the opposite sex other than adults who have a spousal relationship.

Foster children will be included in determining unit size only if they will be in the unit for more than six months.

Live-in attendants will generally be provided a separate bedroom. No additional bedrooms are provided for the attendant's family.

Space may be provided for a child who is away at school but who lives with the family during school recesses.

Space will not be provided for a family member, other than a spouse, who will be absent most of the time, such as a member who is away in the military.

Adults of different generations will have separate bedrooms.

A single pregnant woman with no other family members will be treated as a single parent with one child and will be issued a voucher for a 2 family household.

Single person families shall be allocated one bedroom.

GUIDELINES FOR DETERMINING VOUCHER SIZE

Voucher Size	Persons in Household	Minimum Number	Maximum Number
0 Bedroom	1	1	1
1 Bedroom	1	1	2
2 Bedrooms	2	2	4
3 Bedrooms	3	3	6
4 Bedrooms	4	4	8
5 Bedrooms	5	6	10
6 Bedroom	6	8	12

B. EXCEPTIONS TO SUBSIDY STANDARDS [24 CFR 982.403(a) & (b)]

The Housing Choice Voucher Program shall grant exceptions from the subsidy standards if the family requests. The Housing Choice Voucher Department determines the exceptions are justified by the relationship, age, sex, health or disability of family members, or other individual circumstances.

The Housing Choice Voucher Program will grant an exception upon request as an accommodation for persons with disabilities. Circumstances may dictate a larger size than the subsidy standards permit when persons cannot share a bedroom because of a need, such as a verified medical or health reason or elderly persons or persons with disabilities who may require a live-in attendant.

Request for Exceptions to Subsidy Standards

The family may request a larger sized voucher than indicated by the Housing Choice Voucher Program's subsidy standards. Such a request must be made in writing within two working days of the Housing Choice Voucher Department's determination of bedroom size. The request must explain the need or justification for a larger bedroom. Documentation verifying the need or justification will be required as appropriate.

The Housing Choice Voucher Program will not issue a larger voucher due to additions of family members other than by birth, adoption, marriage, or court-awarded custody.

Requests based on health-related reasons must be verified by a doctor/medical/professional/social service professional.

PHA Error

If the Housing Choice Voucher Department errs in the bedroom size designation, the family will be issued a Voucher of the appropriate size.

Changes for Applicants

The voucher size is determined prior to the briefing by comparing the family composition to the Housing Choice Voucher Program's subsidy standards. If an applicant requires a change in the voucher size, based on the requirements of the Housing Choice Voucher Program's subsidy standards, the above-referenced guidelines will apply.

Changes for Participants

The members of the family residing in the unit must be approved by the Housing Choice Voucher Department. The family must obtain approval of any additional family member before the new member occupies the unit except for additions by birth, adoption, or court-awarded custody, in which case the family must inform the Housing Choice Voucher Department within ten working days. The above referenced guidelines will apply.

Under housed Families

If a unit does not meet HQS space standards due to an increase in family size, (unit too small), the Housing Choice Voucher Department will issue a new voucher of the appropriate size and assist the family in locating a suitable unit.

The Housing Choice Voucher Department will also notify the family of the circumstances under which an exception will be granted, such as:

If a family with a disability is under housed in an accessible unit.

If a family requires the additional bedroom because of a health problem that has been verified by the Housing Choice Voucher Department.

C. UNIT SIZE SELECTED [24 CFR 982.402(c)]

The family may select a different size dwelling unit than that listed on the Voucher. There are three criteria to consider:

Subsidy Limitation:

The Housing Choice Voucher Program's subsidy standard for a family assisted in the voucher program is based on the Housing Choice Voucher Program's adopted payment standards and is used to determine the family's unit size. The payment standard for a family shall be the lesser of

- The size of the dwelling unit actually leased by the family, or
- The Voucher size issued, as determined under the GDPM subsidy standards.

Utility Allowance: The utility allowance used to calculate the gross rent is based on the lesser of the size of the dwelling unit actually leased by the family or the voucher size issued.

Housing Quality Standards: The standards allow two persons per living/sleeping room and permit maximum occupancy levels (assuming a living room is used as a living/sleeping area) as shown in the table below. The levels may be exceeded if a room in addition to bedrooms and living room is used for sleeping.

***HQS GUIDELINES FOR UNIT SIZE SELECTED**

Unit Size	Maximum Number in Household
0 Bedroom	
1 Bedroom	4
2 Bedrooms	6
3 Bedrooms	8
4 Bedrooms	10
5 Bedrooms	12
6 Bedrooms	14

Chapter 8

INCOME AND SUBSIDY DETERMINATIONS

[24 CFR Part 5, Subparts E and F; 24 CFR 982]

INTRODUCTION

A family's income determines eligibility for assistance and is also used to calculate the family's payment and GDPM's subsidy. GDPM will use the policies and methods described in this chapter to ensure that only eligible families receive assistance and that no family pays more or less than its obligation under the regulations. This chapter describes HUD regulations and GDPM policies related to these topics in three parts as follows:

Part I: Annual Income. HUD regulations specify the sources of income to include and exclude to arrive at a family's annual income. These requirements and GDPM policies for calculating annual income are found in Part I.

Part II: Adjusted Income. Once annual income has been established HUD regulations require GDPM to subtract from annual income any of five mandatory deductions for which a family qualifies. These requirements and GDPM policies for calculating adjusted income are found in Part II.

Part III: Calculating Family Share and GDPM Subsidy. This part describes the statutory formula for calculating total tenant payment (TTP), the use of utility allowances, and the methodology for determining GDPM subsidy and required family payment.

ANNUAL INCOME OVERVIEW

1. **Annual Income 24 CFR § 5.609(a): Annual income includes, with respect to the family:**
 - a. All amounts not specifically excluded in the list of excluded income below, received from all sources by each member of the family who is 18 years of age or older or is the head of household or spouse of the head of household, plus unearned income by or on behalf of each dependent who is under 18 years of age, and
 - b. When the value of net family assets exceeds \$50,000 (which amount HUD will adjust in accordance with the Consumer Price Index) and the actual returns from a given asset cannot be calculated, imputed returns on the asset based on the current passbook savings rate, as determined by HUD.
2. **Excluded Income 24 CFR § 5.609(b): Annual Income does not include the following:**
 - a. Any imputed return on an asset when net family assets total \$50,000 or less (which amount HUD will adjust annually in accordance with the Consumer Price Index) and no actual income from the net family assets can be determined. Actual income from assets will be included.
 - b. The following types of trust distributions:

- i. For an irrevocable trust or a revocable trust outside the control of the family or household excluded from the definition of net family assets
 - ii. Distributions of the principal or corpus of the trust; and
 - iii. Distributions of income from the trust when the distributions are used to pay the costs of health and medical care expenses for a minor.
 - iv. For a revocable trust under the control of the family or household, any distributions from the trust; except that any actual income earned by the trust, regardless of whether it is distributed, shall be considered income to the family at the time it is received by the trust.
- c. Earned income of children under the age of 18 years.
- d. Payments received for the care of foster children or foster adults, or State or tribal kinship or guardianship care payments.
- e. Insurance payments and settlements for personal or property losses, including but not limited to payments through health insurance, motor vehicle insurance and worker's compensation.
- f. Amounts received by the family that are specifically for or in reimbursement of, the cost of health and medical care expenses for any family member,
- g. Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence or other breach of duty owed to a family member arising out of law, that resulted in a member of the family becoming disabled.
- h. Income of a live-in aide, foster child or foster adult.
- i. Certain student financial assistance to students as provided below:
- j. Excluded Student Financial assistance covers assistance for tuition, books, and supplies (including supplies and equipment to support students with learning disabilities or other disabilities), room and board, and other fees required and charged to a student by an institution of higher education, and, for a student who is not the head of household or spouse, the reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit
- k. With respect to student financial assistance the following is excluded:
 - i. Any assistance that section 479B of the Higher Education Act of 1965 requires to be excluded from a family's income,
 - ii. Plus, any of the following up to the total amount of Excluded Student Financial assistance as defined above received from:
 - 1. The Federal government.
 - 2. A State, Tribal or local government.
 - 3. A private foundation registered as a nonprofit under 502(c)(3).

4. A business entity (such as a corporation, general partnership, limited liability company, limited partnership, joint venture, business trust, public benefit corporation or nonprofit entity; or An institution of higher education.

iii. Student financial assistance that is included in Annual Income includes:

1. Financial support provided to the student in the form of a fee for services performed (e.g., a. work study or teaching fellowship that is not excluded)
 2. Gifts including gifts from family or friends
 3. Any amount of scholarship or grant that, either by itself or in combination with assistance excluded in 9.a above, exceeds the excluded Student Financial Assistance defined in 9 above.
- l. Income and distributions from any Coverdell education savings account under section 530 of the Internal Revenue Code of 1986 or any qualified tuition program under section 529 of such Code; and income earned by government contributions to, and distributions from, “baby bond” accounts created authorized, or funded by Federal, State, or local government.
 - m. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
 - n. Additionally excluded are:
 - i. Amounts received by a person with disabilities that are disregarded for a limited time for purposes of Supplemental Security Income and benefits that are set aside for use under a Plan to Attain Self-Sufficiency (PASS).
 - ii. 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, childcare, etc.) to allow participation in a specific program.
 - iii. Amounts received under a resident service stipend not to exceed \$200 per month. A resident service stipend is a modest amount received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development.
 - iv. Incremental earnings and/or benefits resulting to any family member from participation in qualifying state of local employment training program funded by HUD or in qualifying Federal, State, Tribal, or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. 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 unless those amounts are excluded under Paragraph 9 above.

- o. Reparation payments paid by foreign governments pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.
- p. Earned income of dependent full-time students in excess of the amount of the deduction for a dependent.
- q. Adoption assistance payments in excess of the amount of the deduction for a dependent.
- r. Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts, or any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts. But the periodic payments from these sources are income.
- s. Payments related to aid and attendance under 38 USC 1521 to veterans in need of regular aid and attendance.
- t. 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.
- u. Payments made by or authorized by a State Medicaid agency (including through a managed care entity) or other State or Federal agency to a family to enable a family member who has a disability to reside in the family's assisted unit. Authorized payments may include payments to a member of the assisted family through the State Medicaid agency (including through a managed care entity) or other State or Federal agency for caregiving services the family member provides to enable a family member who has a disability to reside in the family's assisted unit.
- v. Loan proceeds (the net amount disbursed by a lender to or on behalf of a borrower, under the terms of a loan agreement) received by the family or a third party (e.g., proceeds received by the family from a private loan to enable attendance at an educational institution or to finance the purchase of a car).
- w. Payments received by Tribal members as a result of claims relating to the mismanagement of assets held in trust by the United States, to the extent such payments are also excluded from gross income under the Internal Revenue Code or other Federal law.
- x. 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 the United States Housing Act of 1937. (A notice will be published by HUD in the Federal Register identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.)
- y. The following is a list of benefits excluded by other Federal Statute:
 - i. The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977; 7 USC 2017 (h)

- ii. 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:
 - 1. the Retired Senior Volunteer Program (RSVP), Foster Grandparent Program (FGP), Senior Companion Program (SCP), and the Older American Committee Service Program.
 - 2. 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).
- iii. Payments received under the Alaska Native Claims Settlement Act; 43 USC.1626 (a)
- iv. Income derived from certain sub marginal land of the United States that is held in trust for certain Indian tribes; 25 USC. 459e
- v. Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program; 42 USC 8624 (f)
- vi. Income derived from the disposition of funds of the Grand River Band of Ottawa Indians; P. L. 94-540, 90 Stat 2503-04
- vii. The first \$2000 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; and 25 USC 117b, 1407
- viii. Payments received from programs funded under Title V of the Older Americans Act of 1965: 42 USC 3056 (f)
 - 1. 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 Mayores, National Council on Aging, American Association of Retired Persons, National Council on Senior Citizens, and Green Thumb.
- ix. Payments received after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established in the In Re Agent Orange product liability litigation.
- x. Payments received under Maine Indian Claims Settlement Act of 1980; P.L. 96-420,94 Stat. 1785

- xi. The value of any childcare provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990; 42 USC 9858q
- xii. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation.
- xiii. Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990.
- xiv. 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.
- xv. Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998.
- xvi. Kinship Guardian assistance payments and other guardianship care payments.
- xvii. Any amount received under the School Lunch Act and the Child Nutrition Act of 1966, including reduced price lunches and food under WIC.
- xviii. Payments, funds or distributions authorized, established or directed by the Seneca Nation Settlement Act of 1990.
- xix. Compensation received by or on behalf of a veteran for service connected disability, death, dependency or indemnity compensation as provided by the Indian Veterans Housing Opportunity Act of 2010.
- xx. A lump sum or a periodic payment received by an individual Indian pursuant to the Class Action Settlement Agreement in the case Elouise Cobell et al v Ken Salazar.
- xxi. Any amounts in an “individual development account” as provided by the Assets for Independence Act, as amended in 2002 (Pub. L. 107–110, 42 U.S.C. 604(h)(4)).
- xxii. Per capita payments made from the proceeds of Indian Tribal Trust Cases as described in PIH Notice 2013–30 “Exclusion from Income of Payments under Recent Tribal Trust Settlements” (25 U.S.C. 117b(a)); and
- xxiii. Major disaster and emergency assistance received by individuals and families under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Pub. L. 93–288, as amended) and comparable disaster assistance provided by States, local governments, and disaster assistance organizations (42 U.S.C. 5155(d)).

- z. Replacement housing “gap” payments that offset increased out of pocket costs of displaced persons that move from one federally subsidized housing unit to another. Such payments are not excluded from annual income if the increased cost of rent and utilities is subsequently reduced or eliminated, and the displaced person retains or continues to receive the replacement housing “gap” payments.
- aa. Nonrecurring income, which is income that will not be repeated in the coming year based on information provided by the family. Income received as an independent contractor, day laborer, or seasonal worker is not excluded from income under this paragraph, even if the source, date, or amount of the income varies. Nonrecurring income includes:
 - i. Payments from the US. Census Bureau for employment (relating to decennial census or the American community Survey) lasting no longer than 180 days and not culminating in permanent employment.
 - ii. Direct Federal or State payments intended for economic stimulus or recovery.
 - iii. Amounts directly received by the family as a result of State refundable tax credits or State tax refunds at the time they are received.
 - iv. Amount directly received by the family as a result of Federal refundable tax credits and Federal tax received the time they are received.
 - v. Gifts for holidays, birthdays or other significant life events or milestones (e.g., wedding gifts, baby showers, anniversaries).
 - vi. Non-monetary, in-kind donations, such as food, clothing or toiletries received from a food bank or similar organization.
 - vii. Lump-sum additions to net family assets, including but not limited to lottery or other contest winnings.
- bb. Civil rights settlements or judgments, including settlements of judgments for back pay.
- cc. Income received from any account under a retirement plan recognized as such by the IRS, including individual retirement arrangements (IRAs), employer retirement plans, and retirements plans for self-employed individuals; except that any distribution of periodic payments from such accounts shall be income at the time they are received by the family.
- dd. Income earned on amounts placed in a family’s Family Self Sufficiency Account.
- ee. Gross income a family member receives through self-employment or operation of a business except that the following shall be considered income to a family member:
 - i. Net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be 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 IRS regs, and

- ii. Any withdrawal of cash or assets from the operation of a business or profession will be included in income except to the extent that the withdrawal is reimbursement of cash or assets.

3. **Adjusted Income 24 CFR § 5.611** Adjusted income means annual income of the members of the family residing or intending to reside in the dwelling unit, after making the following deductions:

- a. \$480 for each dependent, which amount will be adjusted by HUD annually in accordance with the Consumer Price Index, rounded to the next lowest multiple of \$25.
- b. \$525 for any elderly family or disabled family, which amount will be adjusted annually in accordance with the Consumer Price Index, rounded to the next lowest multiple of \$25.
- c. The sum of the following, to the extent the sum exceeds ten percent of annual income:
 - i. Unreimbursed health and medical care expenses of any elderly family or disabled family; and
 - ii. Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with a disability, to the extent necessary to enable any member of the family (including the members who is a person with a disability) to be employed. This deduction may not exceed the combined earned income received by adult family members who are able to work because of such attendant care or auxiliary apparatus; and
 - iii. Any reasonable childcare expenses necessary to enable a member of the family to be employed or to further his or her education.

4. **Financial Hardship Exemptions For Unreimbursed Expenses**

- a. Eligibility for relief: To receive hardship relief under this paragraph, a family must demonstrate that the family's applicable health and medical care expenses or reasonable attendant care and auxiliary apparatus expenses increased, or the family's financial hardship is a result of a change of circumstances (as defined by GDPM) that would not otherwise trigger an interim reexamination.
- b. Relief for unreimbursed health and medical care expenses and reasonable attendant care and auxiliary apparatus expenses. Phased-in relief:
 - i. Eligibility for relief: To receive hardship relief the family must have received a deduction from annual income because the sum of
 - 1. unreimbursed expenses for health and medical care, plus
 - 2. unreimbursed care and apparatus expenses for a disabled family member that permit a family member to work

3. that exceeded 3 percent of annual income
- ii. Form of relief:
 1. Beginning with the first recertification after 1/1/2024, the family will receive a deduction totaling the sum of
 2. unreimbursed expenses for health and medical care, plus
 3. unreimbursed care and apparatus expenses for a disabled family member that permit a family member to work
 4. that exceed 5 percent of annual income.
 - iii. At the second annual recertification (12 months after the recertification in b.1) above), the family will receive a deduction totaling the sum of
 1. unreimbursed expenses for health and medical care plus
 2. unreimbursed care and apparatus expenses for a disabled family member that permit a family member to work
 3. that exceed 7.5 percent of annual income.
 - iv. At the third annual recertification (24 months after the recertification in b.1) above) the family must receive a deduction totaling the sum of
 1. unreimbursed expenses for health and medical care, plus
 2. unreimbursed care and apparatus expenses for a disabled family member that permit a family member to work
 3. that exceed 10 percent of annual income.
- c. Relief or an elderly or disabled family, a family that includes a person with disabilities or a family with child care expenses that is experiencing financial hardship.
 - i. Relief under this paragraph is available regardless of whether
 1. the family previously received deductions
 2. is currently receiving relief
 3. previously received relief
 - ii. Form and duration of relief._The family will receive a deduction for the sum of
 1. unreimbursed expenses for health and medical care, plus
 2. unreimbursed care and apparatus expenses for a disabled family member that permit a family member to work
 3. that exceed 5 percent of annual income.

- iii. The family's hardship relief ends when the circumstances that made the family eligible for the relief are no longer applicable or after 90 days, whichever comes earlier. However, GDPM may, at its discretion extend the relief for one or more additional 90-day periods while the family's hardship continues.

5. **Net Family Assets** – The net cash value of all assets owned by the family, after deducting reasonable costs that would be incurred in disposing real property, savings, stocks, bonds and other forms of capital investment. 24 CFR § 5.603.

- a. It is the policy of GDPM to determine each family's net family assets at the time of admission and at annual and interim reexaminations.
- b. In determining net family assets PHAs or owners must 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 foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefor. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives consideration not measurable in dollar terms. Negative equity in real property or other investments does not prohibit an owner from selling the property or other investments, so negative equity alone would not justify excluding the property or other investments from family assets.
- c. Excluded from the calculation of net family assets are:
 - i. the value of necessary items of personal property
 - ii. The combined value of all non-necessary items of personal property if the combined total value does not exceed \$50,000 (which will be adjusted by HUD in accordance with the Consumer Price Index)
 - iii. The value any account under a retirement plan recognized as such by the IRS, including individual retirement arrangements, employer retirement plans (pensions), and retirement plans for self-employed individuals.
 - iv. The value of real property that the family does not have the effective legal authority to sell in the jurisdiction in which the property is located.
 - v. Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence or other breach of duty owed to a family member arising out of law, that resulted in a family member being a person with a disability.
 - vi. The value of any Coverdell education savings account under section 530 of the IRS code, the value of any qualified tuition program under section 529 of such Code, the value of any Achieving a Better Life Experience (ABLE) account under Section 629A of such Code, and the value of any "baby bond account created, authorized or funded by Federal, State or local government.
 - vii. Interests in Indian trust land

- viii. Equity in a manufactured home where the family receives assistance under the Housing Choice Voucher program.
- ix. Family Self Sufficiency accounts.
- x. Federal tax refunds or refundable tax credits for a period of 12 months after the receipt by the family.
- xi. An irrevocable trust.

Minimum Rent [24 CFR 5.630]

PHA Policy

The minimum rent for this locality is \$50.00.

Chapter 9

VERIFICATION

[24 CFR 982.516, 24 CFR 982.551, 24 CFR 5.230]

INTRODUCTION

GDPM must verify all information that is used to establish the family's eligibility and level of assistance and is required to obtain the family's consent to collect the information. Applicants and program participants must cooperate with the verification process as a condition of receiving assistance. GDPM must not pass on the cost of verification to the family.

GDPM will follow the HUD verification requirements. This chapter summarizes those requirements and provides supplementary GDPM policies.

Part I describes the general verification process. More detailed requirements related to individual factors are provided in subsequent parts including family information (Part II), income and assets (Part III), and mandatory deductions (Part IV).

Verification policies, rules and procedures will be modified as needed to accommodate persons with disabilities. All information obtained through the verification process will be handled in accordance with the records management policies of GDPM.

PART 1. GENERAL VERIFICATION REQUIREMENTS

FAMILY CONSENT TO RELEASE OF INFORMATION [124 CFR 982.516 AND 982.551, 24 CFR 5.230]

The family must supply any information that GDPM or HUD determines is necessary to the administration of the program and must consent to GDPM verification of that information [24 CFR 982.551].

Consent Forms

It is required that all adult applicants and participants sign form HUD-9886, Authorization for Release of information. The purpose of form HUD-9886 is to facilitate automated data collection and computer matching from specific sources and provides the family's consent only for the specific purposes listed on the form. HUD and GDPM may collect information from State Wage Information Collection Agencies (SWICAs) and current and former employers of adult family members. Only HUD is authorized to collect information directly from the Internal Revenue Service (IRS) and the Social Security Administration (SSA). Adult family members must sign other consent forms as needed to collect information relevant to the family's eligibility and level of assistance.

Revocation of Consent

The executed consent form (Form HUD-9886) will remain effective until the family is denied assistance, the assistance is terminated, or if the family provides written notification to GDPM to revoke consent. Families have the right to revoke consent by notice to GDPM; however, revoking consent can result in termination or denial of assistance.¹

GDPM may not process interim or annual reexaminations of income, including when a family's income decreases and the family requests an interim reexamination to decrease tenant rent, without the family's executed consent form(s).

GDPM must notify its local HUD office when an applicant or participant family member revokes their consent.

OVERVIEW OF VERIFICATION REQUIREMENTS

HUD's Verification Hierarchy

HUD authorizes GDPM to use five methods to verify family information and specifies the circumstances in which each method will be used. In general HUD requires GDPM to use the most reliable form of verification that is available and to document the reasons when GDPM uses a lesser form of verification. In order of priority, the forms of verification that may be used are:

- Enterprise Income Verification (EIV) whenever available
- Third-party Written Verification
- Third-party Oral Verification
- Review of Documents
- Self-Certification

Each of the verification methods is discussed in subsequent sections below. Exhibit 7- 1 at the end of the chapter contains an excerpt from the notice that provides guidance with respect to how each method may be used.

Requirements for Acceptable Documents

GDPM Policy

Any documents used for verification must be the original (not photocopies) and generally must be dated within 60 calendar days of the date they are provided to GDPM. The documents must not be damaged, altered or in any way illegible.

GDPM will accept documents dated up to 6 months before the effective date of the family's reexamination if the document represents the most recent scheduled report from a source. For example, if the holder of a pension annuity provides semi-annual reports, GDPM would accept the most recent report.

¹ GDPM has discretion as long as it has established an Admin Plan policy that the revocation of consent will result in termination of assistance or denial of admission. BUT – we're required to list out any consequences of revoking consent.

Print-outs from web pages are considered original documents.

GDPM staff member who views the original document must make a photocopy, annotate the copy with the date the original was viewed, and sign the copy.

Any family self-certifications must be made in a format acceptable to GDPM.

File Documentation

GDPM must document in the file how the figures used in income and rent calculations were determined. All verification attempts, information obtained, and decisions reached during the verification process will be recorded in the family's file in sufficient detail to demonstrate that GDPM has followed all of the verification policies set forth in this plan. The record should be sufficient to enable a staff member or HUD reviewer to understand the process followed and conclusions reached.

ENTERPRISE INCOME VERIFICATION (EIV)

Enterprise income verification (EIV) refers to GDPM's use of the verification tools available from independent sources that maintain computerized information about earnings and benefits. EIV will be used to the extent that these systems are available to GDPM.

GDPM must restrict access to and safeguard EIV data in accordance with HUD guidance on security procedures, as issued and made available by HUD.

There may be legitimate differences between the information provided by the family and EIV generated information. No adverse action can be taken against a family until GDPM has independently verified the EIV information and the family has been granted an opportunity to contest any adverse findings through the informal review/hearing process of GDPM.

GDPM must use EIV, in its entirety, to verify tenant employment and income information at annual and streamlined reexaminations of family composition and income. However, GDPM is no longer required to use EIV to verify tenant employment and income information during an interim reexamination.

GDPM is required to use the following reports from the EIV System: Debts Owed & Termination, Deceased Tenants, Existing Tenant Search, Failed EIV Pre-Screening, Failed SSI Identity Test, Identity Verification, Multiple Subsidy, New Hires, No Income Report by HHA or SSA, No Income Reported on 50058, Summary of Household Information.

THIRD-PARTY WRITTEN AND ORAL VERIFICATION

Reasonable Effort and Timing

Unless third-party verification is not required as described below, HUD requires GDPM to make at least two unsuccessful attempts to obtain third-party verification before using another form of verification [VG, p. 15].

GDPM Policy

GDPM will diligently seek third-party verification using a combination of written and oral requests to verification sources. Information received orally from third parties may be used either to clarify information provided in writing by the third party or as independent verification when written third-party verification is not received in a timely fashion.

GDPM may mail, fax, e-mail, or hand deliver third-party written verification requests and will accept third-party responses using any of these methods. GDPM will send a written request for verification to each required source within 5 business days of securing a family's authorization for the release of the information and give the source 5 business days to respond in writing. If a response has not been received by the 6th business day, GDPM will request third-party oral verification.

GDPM will make a minimum of two attempts for written and two attempts for oral third-party verification. A record of each attempt to contact the third-party source (including no-answer calls) and all contacts with the source will be documented in the file. Regarding third-party oral verification, GDPM staff will record in the family's file the name and title of the person contacted, the date and time of the conversation (or attempt), the telephone number used, and the facts provided.

When any source responds verbally to the initial written request for verification GDPM will accept the verbal response as oral verification but will also request that the source complete and return any verification forms that were provided.

If a third party agrees to confirm in writing the information provided orally, GDPM will wait no more than 5 business days for the information to be provided. If the information is not provided by the 6th business day, GDPM will use any information provided orally in combination with reviewing family-provided documents (see below).

When Third-Party Information is Late

When third-party verification has been requested and the timeframes for submission have been exceeded, GDPM will use the information from documents on a provisional basis. If GDPM later receives third-party verification that differs from the amounts used in income and rent determinations and it is past the deadline for processing the reexamination, GDPM will conduct an interim reexamination to adjust the figures used for the re-examination, regardless of GDPM's interim reexamination policy.

When Third-Party Verification is Not Required

Primary Documents

Third-party verification is not required when legal documents are the primary source, such as a birth certificate or other legal documentation of birth.

Certain Assets and Expenses

GDPM will accept a self-certification from a family as verification of assets disposed of for less than fair market value [HCV GB, p. 5-28].

GDPM will determine that third-party verification is not available if the asset or expense involves an insignificant amount, making it not cost-effective or reasonable to obtain third-party verification [HCV GB, p. 15].

GDPM Policy

GDPM will use review of documents in lieu of requesting third-party verification when the market value of an individual asset or an expense is less than \$500 annually *and* the family has original documents that support the declared amount.

Certain Income, Asset and Expense Sources

GDPM will determine that third-party verification is not available when it is known that an income source does not have the ability to provide written or oral third-party verification [HCV GB, p. 15]. For example, GDPM will rely upon review of documents when GDPM determines that a third party's privacy rules prohibit the source from disclosing information. Another example would be where the Social Security Administration (SSA) has refused to respond to requests for third-party verification.

GDPM Policy

GDPM also will determine that third-party verification is not available when there is a service charge for verifying an asset or expense *and* the family has original documents that provide the necessary information.

If the family cannot provide original documents, GDPM will pay the service charge required to obtain third-party verification, unless it is not cost effective in which case a self-certification will be acceptable as the only means of verification. The cost of verification will not be passed on to the family.

The cost of postage and envelopes to obtain third-party verification of income, assets, and expenses is not an unreasonable cost [HCV GB, p. 18].

REVIEW OF DOCUMENTS

Using Review of Documents as Verification

If GDPM has determined that third-party verification is not available or not required, GDPM will use documents provided by the family as verification.

GDPM may also review documents when necessary to help clarify information provided by third parties. In such cases GDPM will document in the file how GDPM arrived at a final conclusion about the income or expense to include in its calculations.

SELF-CERTIFICATION

When information cannot be verified by a third party or by review of documents, family members will be required to submit self-certifications attesting to the accuracy of the information they have provided to GDPM.

GDPM Policy

GDPM may require a family to certify that a family member does not receive a particular type of income or benefit.

The self-certification must be made in a format acceptable to GDPM and must be signed by the family member whose information or status is being verified. All self-certifications must be signed in the presence of a GDPM representative or GDPM notary public.

When verifying a household's fixed income sources or assets that do not exceed \$5,000, GDPM must obtain third-party verification at least every three years. During the intervening years, GDPM may, in its sole discretion, accept a household's self-certification.

When a family member is added, GDPM must obtain third-party verification of the family member's assets. At the next reexamination of income following the addition of that family member, GDPM will obtain third party verification of all family assets if the addition of that family member's assets put the family above the \$5,000 threshold.

Upon request of the family, GDPM will perform third-party verification of all income sources. Note: this provision only applies to the verification of sources of income. GDPM will still continue to conduct third-party verification of deductions.

PART II. VERIFYING FAMILY INFORMATION

VERIFICATION OF LEGAL IDENTITY

GDPM Policy

GDPM will require families to furnish verification of legal identity for each household member.

Verification of Legal Identity for Adults	Verification of Legal Identity for Children
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Certificate of birth, naturalization papers Church issued baptismal certificate Current, valid driver's license or Department of Motor Vehicle identification card U.S. military discharge (DD 214) U.S. passport Employer identification card	Certificate of birth Adoption papers Custody agreement Health and Human Services ID School records
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If a document submitted by a family is illegible or otherwise questionable, more than one of these documents may be required.

If none of these documents can be provided and at GDPM's discretion, a third party who knows the person may attest to the person's identity. The certification must be provided in a format acceptable to GDPM and be signed in the presence of a GDPM representative or GDPM notary public.

Legal identity will be verified on an as needed basis.

SOCIAL SECURITY NUMBERS [24 CFR 5.216 and HCV GB, p. 5-121]

For every family member aged 6 or older, the family must provide documentation of a valid social security number (SSN), or a self-certification stating that no SSN has been issued. The self-certification must be executed personally by any family member 18 or older, or by a parent or guardian for a minor.

GDPM Policy

GDPM will also accept the following documents as evidence if the SSN is provided on the document:

- Driver's license
- Other identification card issued by a federal, state, or local agency, a medical insurance company or provider, or employer or trade union
- Payroll stubs
- Benefit award letters from government agencies; retirement benefit letters; life insurance policies
- Court records (real estate, tax notices, marriage and divorce, judgment or bankruptcy records)

If the family reports an SSN but cannot provide acceptable documentation of the number, GDPM will require a self-certification stating that documentation of the SSN cannot be provided at this time. GDPM will require documentation of the SSN within 60 calendar days from the date of the family member's self-certification mentioned above. If the family is an applicant, assistance cannot be provided until proper documentation of the SSN is provided.

If a child under the age of six years was added to the applicant's household within the 6-month period prior to the household's date of admission, the applicant may become a participant so long as proper documentation is provided within 90 calendar days of the date of admission to the program. GDPM must grant an extension of one additional 90-day period if GDPM determines, in its discretion, the applicant's failure to comply was due to circumstances that could not reasonably have been foreseen and were outside the applicant's control. Failure to provide sufficient documentation within the required time-period will result in the termination of tenancy.

GDPM Policy

GDPM will instruct the family to obtain a duplicate card from the local Social Security Administration (SSA) office.

For individuals who are at least 62 years of age and are unable to submit the required documentation of their SSN within the initial 60-day period, GDPM will grant an additional 60 calendar days to provide documentation.

Social security numbers must be verified only once during continuously-assisted occupancy.

If any family member obtains an SSN after admission to the program, the new SSN must be disclosed at the next regularly scheduled reexamination. In addition, if a child reaches the age of 6 and has no SSN, the parent or guardian must execute a self-certification stating that the child has no SSN at the next regularly scheduled reexamination.

The social security numbers of household members, such as live-in aids, must be verified for the purpose of conducting criminal background checks.

DOCUMENTATION OF AGE

A birth certificate or other official record of birth is the preferred form of age verification for all family members. For elderly family members an original document that provides evidence of the receipt of social security retirement benefits is acceptable.

GDPM Policy

If an official record of birth or evidence of social security retirement benefits cannot be provided, GDPM will require the family to submit other documents that support the reported age of the family member (e.g., school records, driver's license if birth year is recorded) and to provide a self-certification.

Age must be verified only once during continuously-assisted occupancy.

FAMILY RELATIONSHIPS

Applicants and program participants are required to identify the relationship of each household member to the head of household. Definitions of the primary household relationships are provided in the Eligibility chapter.

GDPM Policy

Family relationships are verified only to the extent necessary to determine a family's eligibility and level of assistance. Certification by the head of household normally is sufficient verification of family relationships.

Marriage

GDPM Policy

Certification by the head of household is normally sufficient verification. If GDPM has reasonable doubts about a marital relationship, GDPM will require the family to document the marriage.

A marriage certificate generally is required to verify that a couple is married.

In the case of a common law marriage, GDPM will only confer common law marital status to those who have been found to be common law married by a court of proper jurisdiction.

Separation or Divorce

GDPM Policy

Certification by the head of household is normally sufficient verification. If GDPM has reasonable doubts about a separation or divorce, GDPM will require the family to document the divorce, or separation.

A certified copy of a divorce decree, signed by a court officer, is required to document that a couple is divorced.

A copy of a court-ordered maintenance or other court record is required to document a separation.

If no court document is available, documentation from a community-based agency will be accepted.

Absence of Adult Member

GDPM Policy

If an adult member who was formerly a member of the household is reported to be permanently absent, the family must provide evidence to support that the person is no longer a member of the family (e.g., documentation of another address at which the person resides such as a lease or utility bill).

Foster Children and Foster Adults

GDPM Policy

Third-party verification from the state or local government agency responsible for the placement of the individual with the family is required.

VERIFICATION OF STUDENT STATUS

GDPM Policy

GDPM requires families to provide information about the student status of all students who are 18 years of age or older. This information will be verified only if:

The family claims full-time student status for an adult other than the head, spouse, or cohead, or

The family claims a childcare deduction to enable a family member to further his or her education.

DOCUMENTATION OF DISABILITY

GDPM must verify the existence of a disability in order to allow certain income disallowances and deductions from income. GDPM is not permitted to inquire about the nature or extent of a person's disability [24 CFR 100.202(c)]. GDPM may not inquire about a person's diagnosis or details of treatment for a disability or medical condition. If GDPM receives a verification document that provides such information, GDPM will not place this information in the tenant file. Under no circumstances will GDPM request a participant's medical record(s). For more information on health care privacy laws, see the Department of Health and Human Services' website at www.os.dhhs.gov.

The above cited regulation does not prohibit the following inquiries, provided these inquiries are made of all applicants, whether or not they are persons with disabilities [VG, p. 24]: D Inquiry into an applicant's ability to meet the requirements of ownership or tenancy

- Inquiry to determine whether an applicant is qualified for a dwelling available only to persons with disabilities or to persons with a particular type of disability
- Inquiry to determine whether an applicant for a dwelling is qualified for a priority available to persons with disabilities or to persons with a particular type of disability
- Inquiring whether an applicant for a dwelling is a current illegal abuser or addict of a controlled substance
- Inquiring whether an applicant has been convicted of the illegal manufacture or distribution of a controlled substance

Family Members Receiving SSA Disability Benefits

GDPM will attempt to obtain information about disability benefits through the HUD UIV System when it is available, or HUD's Tenant Assessment Subsystem (TASS). **If** the HUD UIV System or TASS is not available, GDPM will attempt to obtain third-party written/oral verification from the SSA. **If** third-party verification is not available, the family may provide an original SSA document that confirms the current benefits.

Verification of receipt of SSA benefits or SSI based upon disability is sufficient for verification of disability for the purpose of qualification for waiting list preferences or certain income disallowances and deductions.

Receipt of veteran's disability benefits, worker's compensation, or other non-SSA benefits based on the individual's claimed disability are not sufficient verification that the individual meets HUD's definition of disability in 24 CFR 5.603, necessary to qualify for waiting list preferences or certain income disallowances and deductions.

Family Members Not Receiving SSA Disability Benefits

For family members claiming disability who do not receive SSI or other disability payments from the SSA, a knowledgeable professional must provide third-party verification that the family member meets the HUD definition of disability. See the Eligibility chapter for the HUD definition of disability. The knowledgeable professional will verify whether the family member does or does not meet the HUD definition.

CITIZENSHIP OR ELIGIBLE IMMIGRATION STATUS [24 CFR 5.508]

Overview

Housing assistance is not available to persons who are not citizens, nationals, or eligible immigrants. Prorated assistance is provided for "mixed families" containing both eligible and ineligible persons. A detailed discussion of eligibility requirements is in the Eligibility chapter. This verifications chapter discusses HUD and GDPM verification requirements related to citizenship status.

The family must provide a certification that identifies each family member as a U.S. citizen, a U.S. national, an eligible noncitizen or an ineligible noncitizen and submit the documents discussed below for each family member. Once eligibility to receive assistance has been verified for an individual it need not be collected or verified again during continuously-assisted occupancy [24 CFR 5.508(g)(5)]

U.S. Citizens and Nationals

HUD requires a declaration for each family member who claims to be a U.S. citizen or national. The declaration must be signed personally by any family member 18 or older and by a guardian for minors.

GDPM may request verification of the declaration by requiring presentation of a birth certificate, United States passport or other appropriate documentation.

GDPM Policy

Family members who claim U.S. citizenship or national status will not be required to provide additional documentation unless GDPM receives information indicating that an individual's declaration may not be accurate.

Eligible Immigrants

Documents Required

All family members claiming eligible immigration status must declare their status in the same manner as U.S. citizens and nationals.

The documentation required for eligible noncitizens varies depending upon factors such as the date the person entered the U.S., the conditions under which eligible immigration status has been granted, age, and the date on which the family began receiving HUD-funded assistance. Exhibit 9- 2 at the end of this chapter summarizes documents family members must provide.

GDPM Verification [HCV GB, pp. 5-3 and 5-7]

For family members age 62 or older who claim to be eligible immigrants, proof of age is required in the manner described in this chapter. No further verification of eligible immigration status is required.

For family members under the age of 62 who claim to be eligible immigrants, GDPM must verify immigration status with the Bureau of Citizenship and Immigration Services (BCIS).

GDPM will follow all BCIS protocols for verification of eligible immigration status.

VERIFICATION OF PREFERENCE STATUS

GDPM must verify any preferences claimed by an applicant.

GDPM Policy

GDPM offers no preferences; therefore, no verification of preferences is required.

PART III. VERIFYING INCOME AND ASSETS

Chapter 8 of this plan describes in detail the types of income that are included and excluded and how assets and income from assets are handled. PHAs must fully verify assets every three years by obtaining third-party verification of all family assets. Third-party verification of assets is always required when net family assets exceed \$50,000, adjusted annually by HUD. This part provides GDPM policies that supplement the general verification procedures specified in Part I of this chapter.

Other Federal Agency's Determination of Annual Income "Safe Harbor Verification"

GDPM may determine the family's income prior to the application of any deductions based on income calculation information from other means-tested forms of federal public assistance programs or agencies made within the previous 12-month period. Means-tested forms of federal public assistance programs or agencies include²:

- TANF
- Medicaid
- SNAP (food stamps)
- Earned Income Tax Credit
- Low Income Housing Credit
- WIC
- SSI
- Other programs administered by the Secretary

Safe Harbor verification must be obtained by means of third-party verification and must state the family size, must be for the entire family (i.e., the family members listed in the documentation must match the family composition in the assisted unit) and must state the amount of the family's annual income.

EARNED INCOME

GDPM Policy

Tips

Unless tip income is included in a family member's W-2 by the employer, persons who work in industries where tips are standard will be required to sign a certified estimate of tips received for the prior year and tips anticipated to be received in the coming year.

BUSINESS AND SELF EMPLOYMENT INCOME

GDPM Policy

Business owners and self-employed persons will be required to provide:

An audited financial statement for the previous fiscal year if an audit was conducted. If an audit was not conducted, a statement of income and expenses must be submitted and the business owner or self-employed person must certify to its accuracy.

All schedules completed for filing federal and local taxes in the preceding year.

If accelerated depreciation was used on the tax return or financial statement, an accountant's calculation of depreciation expense, computed using straight-line depreciation rules.

GDPM will provide a format for any person who is unable to provide such a statement to record income and expenses for the coming year. The business owner/self-employed person will be required to submit the information requested and to certify to its accuracy at all future reexaminations.

At any reexamination GDPM may request documents that support submitted financial statements such as manifests, appointment books, cash books, or bank statements.

If a family member has been self-employed less than three (3) months, GDPM will accept the family member's certified estimate of income and schedule an interim reexamination in three (3) months. If the family member has been self-employed for three (3) to twelve (12) months GDPM will require the family to provide documentation of income and expenses for this period and use that information to project income.

PERIODIC PAYMENTS AND PAYMENTS IN LIEU OF EARNINGS

GDPM Policy

GDPM will attempt to obtain information about social security/SSI benefits through the HUD EIV System or the Tenant Assessment Subsystem (TASS) when available. If not available, GDPM will attempt to contact the SSA for third-party written/oral verification of payments. If third-party verification is not available through either source, the family may provide an original SSA document that confirms the current benefits.

ALIMONY OR CHILD SUPPORT

GDPM Policy

The way GDPM will seek verification for alimony and child support differs depending on whether the family declares that it receives regular payments.

If the family declares that it *receives regular payments*, verification will be sought in the following order.

If payments are made through a state or local entity, GDPM will request a record of payments for the past 12 months and request that the entity disclose any known information about the likelihood of future payments.

Third-party verification from the person paying the support

Copy of a separation or settlement agreement or a divorce decree stating amount and type of support and payment schedules

Copy of the latest check and/or payment stubs

Family's self-certification of amount received and of the likelihood of support payments being received in the future, or that support payments are not being received.

If the family declares that it *receives irregular or 110 payments*, in addition to the verification process listed above, the family must provide evidence that it has taken all reasonable efforts to collect amounts due. This may include:

A statement from any agency responsible for enforcing payment that shows the family has requested enforcement and is cooperating with all enforcement efforts

If the family has made independent efforts at collection, a written statement from the attorney or other collection entity that has assisted the family in these efforts

Note: Families are not required to undertake independent enforcement action.

ASSETS AND INCOME FROM ASSETS

Third-party verification of assets is always required when net family assets exceed \$50,000, adjusted annually by HUD. Net family assets include all assets except for those specifically excluded in 24 CFR 5.60(b)(3).

When fully verifying assets, PHAs are required to obtain a minimum of one account statement to verify the balance of accounts and any interest accrued on the account, such as checking and savings accounts.

Assets Disposed of for Less than Fair Market Value

The family must certify whether any assets have been disposed of for less than fair market value in the preceding two years. GDPM needs to verify only those certifications that warrant documentation [HCV GB, p. 5-28].

GDPM Policy

GDPM must include the value of any business or family assets sold 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 or reexamination, in excess of the amount received.

In the case of a sale as part of a separation or divorce settlement, the sale or other disposition will not be considered to have been for less than fair market value if the applicant or tenant receives other compensation not measurable in dollar terms.

Negative equity in real property or other investments does not prohibit the owner from selling the property or other investments, so negative equity alone would not justify an exclusion from family assets.

NET INCOME FROM RENTAL PROPERTY

GDPM Policy

The family must provide:

A current executed lease for the property that shows the rental amount or certification from the current tenant

A self-certification from the family members engaged in the rental of property providing an estimate of expenses for the coming year and the most recent IRS Form 1040 with Schedule E (Rental Income). If schedule E was not prepared, GDPM will require the family members involved in the rental of property to provide a self-certification of income and expenses for the previous year and may request documentation to support the statement including: tax statements, insurance invoices, bills for reasonable maintenance and utilities, and bank statements or amortization schedules showing monthly interest expense.

RETIREMENT ACCOUNTS

GDPM Policy

When third-party verification is not available the type of original document that will be accepted depends upon the family member's retirement status.

Before retirement, GDPM will accept an original document from the entity holding the account with a date that shows it is the most recently scheduled statement for the account but in no case earlier than 6 months from the effective date of the examination.

Upon retirement, GDPM will accept an original document from the entity holding the account that reflects any distributions of the account balance, any lump sums taken and any regular payments.

After retirement, GDPM will accept an original document from the entity holding the account dated no earlier than **12** months before that reflects any distributions of the account balance, any lump sums taken and any regular payments.

INCOME FROM EXCLUDED SOURCES

A detailed discussion of excluded income is provided in Chapter 8, Part I.

GDPM must obtain verification for income exclusions only if, without verification, GDPM would not be able to determine whether the income is to be excluded. For example: If a family's 16 year old has a job at a fast food restaurant, GDPM will confirm that GDPM records verify the child's age but will not send a verification request to the restaurant. However, if a family claims the earned income disallowance for a source of income, both the source and the income must be verified.

GDPM Policy

GDPM will reconcile differences in amounts reported by the third party and the family only when the excluded amount is used to calculate the family share (as is the case with the earned income disallowance). In all other cases, GDPM will report the amount to be excluded as indicated on documents provided by the family.

ZERO ANNUAL INCOME STATUS

Families claiming to have no annual income will be required to execute verification forms to determine that certain forms of income such as unemployment benefits, TANF, SSI, etc. are not being received by the household.

PART IV. VERIFYING MANDATORY DEDUCTIONS

DEPENDENT AND ELDERLY DISABLED HOUSEHOLD

DEDUCTIONS

The dependent and elderly/disabled family deductions require only that GDPM verify that the family members identified as dependents or elderly/disabled persons meet the statutory definitions. No further verifications are required.

Dependent Deduction

See Chapter 8 for a full discussion of this deduction. GDPM will verify that:

- Any person under the age of 18 for whom the dependent deduction is claimed is not the head, spouse, or cohead of the family and is not a foster child
- Any person aged 18 or older for whom the dependent deduction is claimed is not a foster adult or live-in aide, and is a person with a disability or a full-time student

Elderly Disabled Family Deduction

See Eligibility chapter for a definition of elderly and disabled families and Chapter 8 for a discussion of the deduction. GDPM will verify that the head, spouse, or cohead is 62 years of age or older or a person with disabilities.

MEDICAL EXPENSE DEDUCTION

Policies related to medical expenses are found in Chapter 8. The amount of the deduction will be verified following the standard verification procedures described in Part I.

Amount of Expense

GDPM Policy

GDPM will provide a third-party verification form directly to the medical provider requesting the needed information.

Medical expenses will be verified through:

Third-party verification form signed by the provider, when possible

If third-party is not possible, copies of cancelled checks used to make medical expense payments and/or printouts or receipts from the source will be used. In this case GDPM will make a best effort to determine what expenses from the past are likely to continue to occur in the future. GDPM will also accept evidence of monthly payments or total payments that will be due for medical expenses during the upcoming 12 months.

If third-party or document review is not possible, written family certification as to costs anticipated to be incurred during the upcoming 12 months

In addition, GDPM must verify that:

- The household is eligible for the deduction.
- The costs to be deducted are qualified medical expenses.
- The expenses are not paid for or reimbursed by any other source.
- Costs incurred in past years are counted only once.

Eligible Household

The medical expense deduction is permitted only for households in which the head, spouse, or cohead is at least 62, or a person with disabilities. GDPM will verify that the family meets the definition of an elderly or disabled family provided in the Eligibility chapter and as described in Chapter 9 of this plan.

Qualified Expenses

To be eligible for the medical expense deduction, the costs must qualify as medical expenses. See Chapter 8 for GDPM's policy on what counts as a medical expense.

Unreimbursed Expenses

To be eligible for the medical expense deduction, the costs must not be reimbursed by another source.

GDPM Policy

The family will be required to certify that the medical expenses are not paid or reimbursed to the family from any source.

Expenses Incurred in Past Years

GDPM Policy

When anticipated costs are related to on-going payment of medical bills incurred in past years, GDPM will verify:

The anticipated repayment schedule

The amounts paid in the past, and

Whether the amounts to be repaid have been deducted from the family's annual income in past years

DISABILITY ASSISTANCE EXPENSES

Policies related to disability assistance expenses are found in Chapter 8. The amount of the deduction will be verified following the standard verification procedures described in Part I.

Amount of Expense

Attendant Care

GDPM Policy

GDPM will provide a third-party verification form directly to the care provider requesting the needed information.

Expenses for attendant care will be verified through:

Third-party verification form signed by the provider, when possible

If third-party is not possible, copies of cancelled checks used to make attendant care payments and/or receipts from care source

If third-party or document review is not possible, written family certification as to costs anticipated to be incurred for the upcoming 12 months

Auxiliary J' Apparatus

GDPM Policy

Expenses for auxiliary apparatus will be verified through:

Third-party verification of anticipated purchase costs of auxiliary apparatus

If third-party is not possible, billing statements for purchase of auxiliary apparatus, or other evidence of monthly payments or total payments that will be due for the apparatus during the upcoming 12 months

If third-party or document review is not possible, written family certification of estimated apparatus costs for the upcoming 12 months

In addition, DMI-IA must verify that:

- The family member for whom the expense is incurred is a person with disabilities (as described in this chapter).
- The expense permits a family member, or members, to work (as described in Chapter 8).
- The expense is not reimbursed from another source (as described in Chapter 8.).

Family Member is a Person with Disabilities

To be eligible for the disability assistance expense deduction, the costs must be incurred for attendant care or auxiliary apparatus expense associated with a person with disabilities. GDPM will verify that the expense is incurred for a person with disabilities.

Family Member(s) Permitted to Work

GDPM must verify that the expenses claimed actually enable a family member, or members, (including the person with disabilities) to work.

GDPM Policy

GDPM will seek third-party verification from a Rehabilitation Agency or knowledgeable medical professional indicating that the person with disabilities requires attendant care or an auxiliary apparatus to be employed, or that the attendant care or auxiliary apparatus enables another family member, or members, to work (See Chapter 8.).

If third-party and document review verification has been attempted and is either unavailable or proves unsuccessful, the family must certify that the disability assistance expense frees a family member, or members (possibly including the family member receiving the assistance), to work.

Unreimbursed Expenses

To be eligible for the disability expenses deduction, the costs must not be reimbursed by another source.

GDPM Policy

An attendant care provider will be asked to certify that, to the best of the provider's knowledge, the expenses are not paid by or reimbursed to the family from any source.

The family will be required to certify that attendant care or auxiliary apparatus expenses are not paid by or reimbursed to the family from any source.

CHILD CARE EXPENSES

Policies related to childcare expenses are found in Chapter 8. The amount of the deduction will be verified following the standard verification procedures described in Part I of this chapter. In addition, GDPM must verify that:

- The child is eligible for care.
- The costs claimed are not reimbursed.
- The costs enable a family member to pursue an eligible activity. The costs are for an allowable type of childcare.
- The costs are reasonable.

Eligible Child

To be eligible for the childcare deduction, the costs must be incurred for the care of a child under the age of 13. GDPM will verify that the child being cared for (including foster children) is under the age of 13.

Unreimbursed Expense

To be eligible for the childcare deduction, the costs must not be reimbursed by another source.

GDPM Policy

The childcare provider will be asked to certify that, to the best of the provider's knowledge, the childcare expenses are not paid by or reimbursed to the family from any source.

The family will be required to certify that the childcare expenses are not paid by or reimbursed to the family from any source.

Pursuing an Eligible Activity

GDPM must verify that the family member(s) that the family has identified as being enabled to seek work, pursue education, or be gainfully employed, are actually pursuing those activities.

GDPM Policy

Information to be Gathered

GDPM will verify information about how the schedule for the claimed activity relates to the hours of care provided, the time required for transportation, the time required for study

(for students), the relationship of the family member(s) to the child, and any special needs of the child that might help determine which family member is enabled to pursue an eligible activity.

Seeking Work

Whenever possible GDPM will use documentation from a state or local agency that monitors work-related requirements (e.g., welfare or unemployment). In such cases GDPM will request verification from the agency of the member's job seeking efforts to date and require the family to submit to GDPM any reports provided to the other agency.

In the event third-party verification is not available, GDPM will provide the family with a form on which the family member must record job search efforts. GDPM will review this information at each subsequent re-examination for which this deduction is claimed.

Furthering Education

GDPM will ask that the academic or vocational educational institution verify that the person permitted to further his or her education by the childcare is enrolled and provide information about the timing of classes for which the person is registered.

Gainful Employment

GDPM will seek verification from the employer of the work schedule of the person who is permitted to work by the childcare. In cases in which two or more family members could be permitted to work, the work schedules for all relevant family members may be verified.

Allowable Type of Child Care

The type of care to be provided is determined by the family, but must fall within certain guidelines, as discussed in Chapter 8.

GDPM Policy

GDPM will verify that the type of childcare selected by the family is allowable, as described in Chapter 8.

GDPM will verify that the fees paid to the childcare provider cover only childcare costs (e.g., no housekeeping services or personal services) and are paid only for the care of an eligible child (e.g., prorate costs if some of the care is provided for ineligible family members).

GDPM will verify that the childcare provider is not an assisted family member. Verification will be made through the head of household's declaration of family members who are expected to reside in the unit.

Reasonableness of Expenses

Only reasonable childcare costs can be deducted.

DMI-IA Policy

The actual costs the family incurs will be compared with GDPM's established standards of reasonableness for the type of care in the locality to ensure that the costs are reasonable.

If the family presents a justification for costs that exceed typical costs in the area, GDPM will request additional documentation, as required, to support a determination that the higher cost is appropriate.

provide documentation for each case.

Upfront (UIV)	Highest (Highly Recommended, highest level of third party verification)
Written 3rd Party	
Oral 3rd Party	High (Mandatory if upfront income verification is not available or if UIV data differs substantially from tenant-reported information)
Document Review	Medium (Mandatory if written third party verification is not available)
Tenant Declaration	Medium-Low (Use on provisional basis)
	Low (Use as a last resort)

Income Type	Upfront	Written Third Party	Oral Third Party	Document Review	Tenant Declaration
	(LEVEL 5)	(LEVEL 4)	(LEVEL 3)	(LEVEL 2)	(LEVEL 1)
Wages/Salaries	Use of computer matching agreements with a State Wage Information Collection Agency (SWICA) to obtain wage information electronically, by mail or fax or in person.	The PHA mails, faxes, or e-mails a verification form directly to the independent sources to obtain wage information.	In the event the independent source does not respond to the PHA's written request for information, the PHA may contact the independent source by phone or make an in person visit to obtain the requested information.	When neither form of third party verification can be obtained, the PHA may accept original documents such as consecutive pay stubs (HUD recommends the PHA review at least three months of pay stubs, if employed by the same employer for three months or more), W-2 forms, etc. from the tenant. Note: The PHA must document in the tenant file, the reason third party verification was not available.	The PHA may accept a notarized statement or affidavit from the tenant that declares the family's total annual income from earnings. Note: The PHA must document in the tenant file, the reason third party verification was not available.
	Agreements with private vendor agencies, such as The Work Number or ChoicePoint to obtain wage and salary information.	The PHA may have the tenant sign a Request for Earnings Statement from the SSA to confirm past earnings. The PHA mails the form to SSA and the statement will be sent to the address the PHA specifies on the form.			
	Use of HUD systems, when available.				

Income Type	Upfront	Written Third Party	Oral Third Party	Document Review	Tenant Declaration
	(LEVEL 5)	(LEVEL 4)	(LEVEL 3)	(LEVEL 2)	(LEVEL 1)
<p>Verification of Employment Income: The PHA should always obtain as much information as possible about the employment, such as start date (new employment), termination date (previous employment), pay frequency, pay rate, anticipated pay increases in the next twelve months, year-to-date earnings, bonuses, overtime, company name, address and telephone number, name and position of the person completing the employment verification form.</p> <p>Effective Date of Employment: The PHA should always confirm start and termination dates of employment.</p>					
Self-Employment	Not Available	The PHA mails or faxes a verification form directly to sources identified by the family to obtain income information.	The PHA may call the source to obtain income information.	The PHA may accept any documents (i.e. tax returns, invoices and letters from customers) provided by the tenant to verify self-employment income. Note: The PHA must document in the tenant file, the reason third party verification was not obtained.	The PHA may accept a notarized statement or affidavit from the tenant that declares the family's total annual income from self-employment. Note: The PHA must document in the tenant file, the reason third party verification was not available.
<p>Verification of Self-Employment Income: Typically, it is a challenge for PHAs to obtain third party verification of self-employment income. When third party verification is not available, the PHA should always request a notarized tenant declaration that includes a perjury statement.</p>					
Social Security Benefits	Use of HUD Tenant Assessment System (TASS) to obtain current benefit history and discrepancy reports.	The PHA mails or faxes a verification form directly to the local SSA office to obtain social security benefit information. (Not Available in some areas because SSA makes this data available through TASS. SSA encourages PHAs to use TASS.)	The PHA may call SSA, with the tenant on the line, to obtain current benefit amount. (Not Available in some areas because SSA makes this data available through TASS. SSA encourages PHAs to use TASS.)	The PHA may accept an original SSA Notice from the tenant. Note: The PHA must document in the tenant file, the reason third party verification was not available.	The PHA may accept a notarized statement or affidavit from the tenant that declares monthly social security benefits. Note: The PHA must document in the tenant file, the reason third party verification was not available.

Income Type	Upfront	Written Third Party	Oral Third Party	Document Review	Tenant Declaration
	(LEVEL 5)	(LEVEL 4)	(LEVEL 3)	(LEVEL 2)	(LEVEL 1)
Welfare Benefits	Use of computer matching agreements with the local Social Services Agency to obtain current benefit amount electronically, by mail or fax or in person.	The PHA mails, faxes, or e-mails a verification form directly to the local Social Services Agency to obtain welfare benefit information.	The PHA may call the local Social Services Agency to obtain current benefit amount.	The PHA may review an original award notice or printout from the local Social Services Agency provided by the tenant. Note: The PHA must document in the tenant file, the reason third party verification was not available.	The PHA may accept a notarized statement or affidavit from the tenant that declares monthly welfare benefits. Note: The PHA must document in the tenant file, the reason third party verification was not available.
Child Support	Use of agreement with the local Child Support Enforcement Agency to obtain current child support amount and payment status electronically, by mail or fax or in person.	The PHA mails, faxes, or e-mails a verification form directly to the local Child Support Enforcement Agency or child support payer to obtain current child support amount and payment status.	The PHA may call the local Child Support Enforcement Agency or child support payer to obtain current child support amount and payment status.	The PHA may review an original court order, notice or printout from the local Child Support Enforcement Agency provided by the tenant to verify current child support amount and payment status. Note: The PHA must document in the tenant file, the reason third party verification was not available.	The PHA may accept a notarized statement or affidavit from the tenant that declares current child support amount and payment status. Note: The PHA must document in the tenant file, the reason third party verification was not available.
Unemployment Benefits	Use of computer matching agreements with a State Wage Information Collection Agency to obtain unemployment compensation electronically, by mail or fax or in person.	The PHA mails, faxes, or e-mails a verification form directly to the State Wage Information Collection Agency to obtain unemployment compensation information.	The PHA may call the State Wage Information Collection Agency to obtain current benefit amount.	The PHA may review an original benefit notice or unemployment check stub, or printout from the local State Wage Information Collection Agency provided by the tenant.	The PHA may accept a notarized statement or affidavit from the tenant that declares unemployment benefits. Note: The PHA must document in the tenant file, the reason third party verification was not available.

Income Type	Upfront	Written Third Party	Oral Third Party	Document Review	Tenant Declaration
	(LEVEL 5)	(LEVEL 4)	(LEVEL 3)	(LEVEL 2)	(LEVEL 1)
	Use of HUD systems, when available.			Note: The PHA must document in the tenant file, the reason third party verification was not available.	
Pensions	Use of computer matching agreements with a Federal, State, or Local Government Agency to obtain pension information electronically, by mail or fax or in person.	The PHA mails, faxes, or e-mails a verification form directly to the pension provider to obtain pension information.	The PHA may call the pension provider to obtain current benefit amount.	The PHA may review an original benefit notice from the pension provider provided by the tenant. Note: The PHA must document in the tenant file, the reason third party verification was not available.	The PHA may accept a notarized statement or affidavit from the tenant that declares monthly pension amounts. Note: The PHA must document in the tenant file, the reason third party verification was not available.
Assets	Use of cooperative agreements with sources to obtain asset and asset income information electronically, by mail or fax or in person.	The PHA mails, faxes, or emails a verification form directly to the source to obtain asset and asset income information.	The PHA may call the source to obtain asset and asset income information.	The PHA may review original documents provided by the tenant. Note: The PHA must document in the tenant file, the reason third party verification was not available.	The PHA may accept a notarized statement or affidavit from the tenant that declares assets and asset income. Note: The PHA must document in the tenant file, the reason third party verification was not available.
Comments	Whenever HUD makes available wage, unemployment, and SSA information, the PHA should use the information as part of the reexamination process. Failure to do so may result in disallowed costs during a RIM review.	Note: The independent source completes the form and returns the form directly to the PHA. Agency. The tenant should not hand carry documents to or from the independent source.	The PHA should document in the tenant file, the date and time of the telephone call or in person visit, along with the name and title of the person that verified the current income amount.		The PHA should use this verification method as a last resort, when all other verification methods are not possible or have been unsuccessful. Notarized statement should include a perjury penalty statement.
Note: The PHA must not pass verification costs along to the participant.					

Income Type	Upfront	Written Third Party	Oral Third Party	Document Review	Tenant Declaration
	(LEVEL 5)	(LEVEL 4)	(LEVEL 3)	(LEVEL 2)	(LEVEL 1)

Note: In cases where the PHA cannot reliably project annual income, the PHA may elect to complete regular interim reexaminations (this policy should be apart of the PHA’s written policies.)

Exhibit 9-2: Summary of Documentation Requirements for Non-citizens [HCV GB, pp. 5-9 and 5-10]

<ul style="list-style-type: none"> All noncitizens claiming eligible status must sign a declaration of eligible immigrant status on a form acceptable to DMI-IA. Except for persons 62 or older, all noncitizens must sign a verification consent form Additional documents are required based upon the person's status. 	
<p>Elderly Noncitizens</p> <ul style="list-style-type: none"> A person 62 years of age or older who claims eligible immigration status also must provide proof of age such as birth certificate, passport, or documents showing receipt of SS old-age benefits. 	
<p>All other Noncitizens</p> <ul style="list-style-type: none"> Noncitizens that claim eligible immigration status also must present the applicable BCIS document. Acceptable BCIS documents are listed below. 	
<ul style="list-style-type: none"> Form 1-551 Alien Registration Receipt Card (for permanent resident aliens) Form 1-94 Arrival-Departure Record annotated with one of the following: <ul style="list-style-type: none"> "Admitted as a Refugee Pursuant to Section 207" "Section 208" or "Asylum" "Section 243(h)" or "Deportation stayed by Attorney General" "Paroled Pursuant to Section 221(d)(5) of the BCIS" 	<ul style="list-style-type: none"> Form 1-94 Arrival-Departure Record with no annotation accompanied by: <ul style="list-style-type: none"> A final court decision granting asylum (but only if no appeal is taken); A letter from a BCIS asylum officer granting asylum (if application is filed on or after 10/1/90) or from a BCIS district director granting asylum (application filed before 10/1/90); A court decision granting withholding of deportation; or A letter from an asylum officer granting withholding or deportation (if application filed on or after 10/1/90).
<ul style="list-style-type: none"> Form 1-688 Temporary Resident Card annotated "Section 245A" or Section 210". 	<p>Form 1-688B Employment Authorization Card annotated "Provision of Law 274a. 12(11)" or Provision of Law 274a.12".</p>
<ul style="list-style-type: none"> A receipt issued by the BCIS indicating that an 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; or Other acceptable evidence. If other documents are determined by the BCIS to constitute acceptable evidence of eligible immigration status, they will be announced by notice published in the <i>Federal Register</i> 	

Chapter 10

VOUCHER ISSUANCE AND BRIEFINGS

[24 CFR 982.301, 982.302]

INTRODUCTION

GDPM's goals and objectives are designed to assure that families selected to participate are equipped with the tools necessary to locate an acceptable housing unit. Families are provided sufficient knowledge and information regarding the program and how to achieve maximum benefit while complying with program requirements. When eligibility has been determined, GDPM will conduct a mandatory briefing to ensure that families know how the program works. The briefing will provide a broad description of owner and family responsibilities, GDPM procedures, and how to lease a unit. The family will also receive a briefing packet that provides more detailed information about the program including the benefits of moving outside areas of poverty and minority concentration. This chapter describes how briefings will be conducted, the information that will be provided to families, and the policies for how changes in the family composition will be handled.

A. **ISSUANCE OF VOUCHERS** [24 CFR 982.204(d), 982.54(d)(2)]

When funding is available, GDPM will issue vouchers to applicants whose eligibility has been determined. The number of vouchers issued must ensure that GDPM stays as close as possible to 100 percent lease-up. GDPM performs a monthly calculation electronically to determine whether applications can be processed, the number of vouchers that can be issued, and to what extent GDPM can over-issue (issue more vouchers than the budget allows to achieve lease-up).

GDPM may over-issue vouchers only to the extent necessary to meet leasing goals. All vouchers that are over-issued must be honored. If GDPM finds it is over-leased, it will adjust future issuance of vouchers in order not to exceed the ACC budget limitations over the fiscal year.

MOVING PROCESS - 30/60 DAY NOTICE TO VACATE

The family can give a 30- or 60-day notice to move once the first year of the lease has transpired and no other lease has been signed; with GDPM's approval. The family must come to the Section 8 Office to complete the Notice to Vacate Packet. If the family is responsible for water according to the lease, they have to provide a printout from the water company stating the account is at a zero balance. At that time an appointment will be scheduled for the family to be issued a voucher and RTA paperwork in order to begin the moving process.

There will be a copy of the notice given to the family for them to provide to the owner. It is the family's responsibility to provide written notice to the owner of the intent to move. DMH A will send courtesy letters confirming the notice and obligations for both parties involved.

CANCELLATION OF "NOTICE TO VACATE"

There are some circumstances in which the agency will accept a cancellation of a Notice to Vacate. The family must complete the appropriate form. Management will review to determine if the Cancellation Form will be granted. Both parties must be in agreement that the tenant will remain in the same unit from the Notice to Vacate. The completed Form has to be received by the agency before the expired contract date. Once the completed form is submitted the Section 8 Auditor will move the family back into the system. The family would still be responsible for the Section 8 yearly requirements missed during the time that the Contract was cancelled.

MUTUAL TERMINATION

If the family/owner would like to terminate the Lease/Contract before the year has transpired, then a mutual termination form would have to be signed by both parties. Both parties have to be in agreement of the terminating of the Lease/Contract. The date of the termination has to be the last day of any month.

The family/owner has to request the mutual termination form in writing. The Section 8 Leasing Specialist will mail out the Mutual Termination Letter with Form to the parties involved. If the family is responsible for the water according to the lease, they have to provide a water account printout from the water company stating the account is at a zero balance. Once GDPM receives the completed Mutual Termination Form, an appointment will be schedule by the Receptionist or one of the Section 8 Leasing Team.

ABATEMENT

Every month inspections abate units that have not met the HQS standards after two inspections plus a 30-day grace period. If an owner expresses that they will not be repairing the failed items on inspection, the owner will have to submit in writing to the agency to waive the second inspections and/or the 30-day grace period so the agency can refer the family to inspection without delay. These cases are referred to the Leasing Department for the agency to issue voucher/RTA papers for the family to locate a new unit. Inspection places a hold on the unit so no HAP payments are sent to the owner. The contract is not cancelled until the family locates another passed unit or if the family moves out of the unit.

The family is scheduled to be issued a voucher/RTA papers to start the moving process, once the Leasing Team double checks to see if the unit has passed a recent inspection. At any time the owner can request an inspection on the property. The searching process can be cancelled at any time if the unit passes. If the family still wants to move they have to give a 30/60 day notice to do so. If they are responsible for water then the agency will need a print out from the water company stating the account is at a zero balance.

FORECLOSURES ON ASSISTED UNITS

If the family/owner has acquired documents that the assisted unit is under foreclosure, the family/owner is required to notify GDPM in writing and attach the foreclosure documents, such as, Sheriff's notice, foreclosure Court order, public notice of a sale, etc. GDPM will place the HAP payments on hold and schedule the family an appointment to issue a voucher/RTA papers to start the moving process. No water bill is needed.

The Contract will be cancelled only if the family moves from the unit or another unit has been approved for the family to move to under the program.

The payment will only resume if the owner can provide forbearance paperwork from the bank and the family still resides in the unit.

B. BRIEFING TYPES AND REQUIRED ATTENDANCE [24 CFR 982.301]

Initial Applicant Briefing

A full HUD-required briefing will be conducted for applicant families who are determined to be eligible for assistance. The briefings will be conducted in a group meeting. Families who attend group briefings and still have the need for individual assistance will be referred to a Housing Specialist for additional assistance.

Briefings will be conducted in English.

The purpose of the briefing is to explain how the program works and the documents in the voucher holder's packet to families so that they are fully informed about the program. This will enable them to utilize the program to their advantage, and it will prepare them to discuss it with potential owners and property managers.

GDPM will not issue a voucher to a family unless the household representative has attended a briefing and signed the voucher. Applicants who provide prior notice of inability to attend a briefing will automatically be scheduled for the next briefing. Applicants who fail to attend two scheduled briefings, without prior notification and approval of GDPM, may be denied admission based on failure to supply information needed for certification. GDPM will conduct individual briefings for families with disabilities, upon written request by the family, if required for reasonable accommodation.

Briefing Packet [24 CFR 982.301 (b)]

The documents and information provided in the briefing packet for the voucher program will comply with all HUD requirements. GDPM also includes other information and/or materials which are not required by HUD.

The family is provided with the following information and materials:

The term of the voucher, and GDPM policy for requesting extensions or suspensions of the voucher (referred to as tolling).

A description of the method used to calculate the housing assistance payment for a family, including how GDPM determines the payment standard for a family; how GDPM determines total tenant payment for a family and information on the payment standard and utility allowance schedule. How GDPM determines the maximum allowable rent for an assisted unit.

Where the family may lease a unit. For a family that qualifies to lease a unit outside GDPM jurisdiction under portability procedures, the information must include an explanation of how portability works.

The HUD required tenancy addendum, which must be included in the lease.

The form the family must use to request approval of tenancy and a description of the procedure for requesting approval for a tenancy.

A statement of GDPM policy on providing information about families to prospective owners.

GDPM Subsidy Standards including when and how exceptions are made and how the voucher size relates to the unit size selected.

The HUD brochure "A Good Place to Live" on how to select a unit that complies with HQS.

The HUD pamphlet on lead-based paint entitled *Protect Your Family From Lead in Your Home*.

Information on Federal, State and local equal opportunity laws and a copy of the housing discrimination complaint form and the address and phone number of the local fair housing agency and the HUD enforcement office.

A list of landlords or other parties willing to lease to assisted families or help in the search and known units available for the voucher issued. The list includes landlords or other parties who are willing to lease units or help families find units outside areas of poverty or minority concentration.

If the family includes a person with disabilities, notice that GDPM will provide a list of available accessible units known to GDPM.

The family obligations under the program.

The grounds on which GDPM may terminate assistance for a participant family because of family action or failure to act.

GDPM informal hearing procedures including when GDPM is required to offer a participant family the opportunity for an informal hearing, and how to request the hearing.

Information packet including an explanation of how portability works, including a list of neighboring housing agencies with the name, address and telephone number of a portability contact person at each for use by families who move under portability.

A map showing areas representing various income levels of the jurisdiction and surrounding areas for the purpose of expanding housing opportunities for families.

A HQS booklet listing standards unit must meet and sample contract.

Procedures for notifying GDPM and/or HUD of program abuses such as side payments, extra charges, violations of tenant rights, and owner failure to repair.

The family's rights as a tenant and a program participant.

Requirements for reporting changes between annual recertification.

Information on security deposits.

Exercising choice in residency

Choosing a unit carefully and only after due consideration.

If the family includes a person with disabilities, GDPM will ensure compliance with CFR 8.6 to ensure effective communication.

C. ENCOURAGING PARTICIPATION IN AREAS WITHOUT LOW INCOME OR MINORITY CONCENTRATION

At the briefing, families are encouraged to search for housing in non-impacted areas and GDPM will provide assistance to families who wish to do so.

GDPM has areas of poverty and minority concentration clearly delineated in order to provide families with information and encouragement in seeking housing opportunities outside highly concentrated areas.

GDPM has maps that show various areas and information about facilities and services in neighboring areas such as schools, transportation, and supportive and social services.

The assistance provided to such families includes:

- * Providing families with a search record form to gather and record info.
- * Direct contact with landlords.

- * Counseling with the family.
- * Providing information about services in various non-impacted areas.
- * Meeting with neighborhood groups to promote understanding.
- * Formal or informal discussions with landlord groups
- * Formal or informal discussions with social service agencies
- * Meeting with rental referral companies or agencies
- * Meeting with fair housing groups or agencies

D. ASSISTANCE TO FAMILIES WHO CLAIM DISCRIMINATION

GDPM will give participants a copy of HUD Form 903 to file a complaint.

E. SECURITY DEPOSIT REQUIREMENTS [24 CFR 982.313]

The owner is not required to but may collect a security deposit from the tenant.

Security deposits charged to families may be any amount the owner wishes to charge but may not exceed those charged to unassisted tenants (nor the maximum prescribed by State or local law.)

For lease-in-place families, responsibility for first and last month's rent is not considered a security deposit issue. In these cases, the owner should settle the issue with the tenant prior to the beginning of assistance.

F. TERM OF VOUCHER [24 CFR 982.303, 982.54(d)(11)]

During the briefing session, each household will be issued a voucher that represents a contractual agreement between GDPM and the Family specifying the rights and responsibilities of each party. It does not constitute admission to the program that occurs when the lease and contract become effective.

Expirations

The voucher is valid for a period of at least sixty calendar days from the date of issuance. The family must submit a Request for Approval of the Tenancy and Lease within the sixty-day period unless an extension has been granted by GDPM.

If the voucher has expired and has not been extended by GDPM or expires after an extension, the family will be denied assistance.

Suspensions

When a Request for Approval of Tenancy is received, GDPM will deduct the number of days required to process the request from the 60-day term of the voucher.

Extensions

Extensions are permissible at the discretion of GDPM up to a maximum of an additional 60 days for the following reason:

- * Extenuating circumstances such as hospitalization for an extended period of time that has affected the family's ability to find a unit within the initial sixty-day period. Written verification is required.

The initial search period for VASH and non-elderly disabled vouchers will consist of 120 days with an extension being granted up to a maximum of 60 days at the discretion of GDPM.

No other extensions will be granted to a family.

Assistance to Voucher Holders

Voucher holders will be notified at their briefing session that GDPM periodically updates the listing of available units and how the updated list may be obtained.

GDPM will assist families with negotiations with owners and provide other assistance related to the families' search for housing.

G. VOUCHER ISSUANCE DETERMINATION FOR SPLIT HOUSEHOLDS

[24 CFR 982.315]

In those instances when a family assisted under the Section 8 program becomes divided into two otherwise eligible families due to divorce, legal separation, or the division of the family, and the new families cannot agree as to which new family unit should continue to receive the assistance, and there is no determination by a court, GDPM must determine which of the newly formed families will retain the Housing Voucher.

Where GDPM must make a determination as to who will retain the Housing Voucher, the Housing Voucher may be retained by either of the two new family units where there is mutual consent of the heads of the two new family units. If consent cannot be reached, GDPM shall consider which family member has physical custody of the children and/or whether domestic violence was involved in the breakup.

If there are no children in the household and the parties remain eligible and cannot make a decision as to that remains the Housing Voucher, the Housing Authority will hold the Housing Voucher for ninety days pending a decision by the parties. After that time, if there is no decision, the Housing Choice Voucher will be awarded to the person who remains at the unit address listed on the full application on file with GDPM.

Documentation as to these factors will be the responsibility of the requesting parties. If documentation is not provided, GDPM reserves the right to make the decision based on who is listed as head on the application.

As exception may be granted in the case of a battered spouse, with verification of this situation being the same as the preference verification for domestic violence.

Chapter 11

REQUEST FOR TENANCY APPROVAL AND CONTRACT EXECUTION

[24 CFR 982.302]

INTRODUCTION [24 CFR 982.305(a)]

GDPM's program operations are designed to utilize available resources in a manner that is efficient and provides eligible families timely assistance based on the number of units that have been budgeted. GDPM's objectives include maximizing HUD funds by providing assistance to as many eligible families and for as many eligible units as the budget will allow.

After families are issued a voucher, they may search for a unit anywhere within the jurisdiction of GDPM, or outside of GDPM's jurisdiction if they qualify for portability. The family must find an eligible unit under the program rules, with an owner/landlord who is willing to enter into a Housing Assistance Payments Contract with GDPM. This chapter defines the types of eligible housing, GDPM's policies that pertain to initial inspections, lease requirements, owner disapproval, and the processing of Requests For Tenancy Approval (RTA).

A. REQUEST FOR TENANCY APPROVAL [24 CFR 982.302, 982.305(b)]

The Request for Tenancy Approval (RTA) and a copy of the proposed lease, including the HUD prescribed tenancy addendum, must be submitted by the family during the term of the voucher. The family must submit the Request for Tenancy Approval in the form and manner required by GDPM. The Request for Tenancy Approval must be signed by both the owner and voucher holder.

GDPM will not permit the family to submit more than one RTA at a time.

GDPM will review the Request for Tenancy Approval documents to determine whether or not they are approvable. The request will be approved if:

The unit is an eligible type of housing

The unit meets HUD's Housing Quality Standards (and any additional criteria as identified in this Administrative Plan)

The rent is reasonable

The security deposit is approvable in accordance with any limitations in this plan.

The owner is approvable, and there are no conflicts of interest (See "Owner Disapproval" section below).

In addition to the above, at the time a family initially receives assistance in a unit (new admissions and moves), if the gross rent for the unit exceeds the applicable payment standard for the family, the family share of rent may not exceed 40 percent of the family monthly adjusted income (See "Owner Rents, Rent Reasonableness and Payment Standards" chapter of this Administrative Plan).

Disapproval of RTA

If GDPM determines that the request cannot be approved for any reason, the landlord and the family will be notified in writing. GDPM will instruct the owner and family of the steps that are necessary to approve the request.

The owner will be given five working days from the date of the disapproval letter to contact the leasing department if the reason for disapproval can be corrected (ex: lowering requested contract rent, change in utility responsibility).

When, for any reason, an RTA is not approved, GDPM will furnish another RTA form to the family along with the notice of disapproval so that the family can continue to search for eligible housing.

All client-paid water bills must be current at the time prior to signing the lease or contract for a new unit. PAID means; Paid in Full; Repayment Agreement with Water Company that is in good standing. If one of these two items is not submitted to GDPM at the time of the lease signing, GDPM will not allow the client to transfer to a new unit until all documents are submitted. Upon signing a new lease, the client is responsible for the water bill through the "hold through date" or until the keys are returned to the owner, whichever is first. Keep in mind the existing time frames on current search time still applies and if a tenant does not comply with the water bill rule they may be terminated from the program because the voucher has timed out.

B. ELIGIBLE TYPES OF HOUSING [24 CFR 982.353]

GDPM will approve any of the following types of housing in the voucher program:

All structure types can be utilized.

Manufactured homes where the tenant leases the mobile home and the pad.

Manufactured homes where the tenant owns the mobile home and leases the pad

Group homes

Shared Housing

Congregate facilities (only the shelter rent is assisted)

Single room occupancy

Units owned (but not subsidized) by GDPM (following HUD-prescribed requirements).

A family can own a rental unit but cannot reside in it while being assisted, except in the case when the tenant owns the mobile home and leases the pad. A family may lease in and have an interest in a cooperative housing development.

GDPM may not permit a voucher holder to lease a unit that is receiving project-based HCV assistance or any duplicative rental subsidies.

C. **INITIAL INSPECTIONS** [24 CFR 982.305(a) & (b), 982.405]

For initial inspections, GDPM will not approve the tenancy, execute the HAP contract or in case of PBV, approve occupancy and execution of a lease or make subsidy payments until the Life Threatening (LT) conditions are cured.

GDPM may execute the HAP contract and begin making assistance payments for all of the assisted units, including units that failed the initial inspection, provided that no units have life-threatening deficiencies and the owner agrees to this option. After completing the inspections and determining there are no life-threatening deficiencies, for any unit with non-life-threatening deficiencies, GDPM will provide both the owner and the family a list of the nonlife-threatening deficiencies identified by the initial inspection and an explanation that GDPM will withhold the HAP for 180 days after HAP execution before removing the unit from the HAP Contract if the owner does not complete the repairs within 30 days.

GDPM has adopted HUD's definition of non-life-threatening (NLT) as well as life-threatening (LT) HQS deficiencies for all unit inspections in accordance with PIH Notice 2017-20 (HA) (January 18, 2017 Notice) found at 82 FR 5458.

See also "Housing Quality Standards and Inspections" chapter of this Administrative Plan.

D. **RENT LIMITATIONS** [24 CFR 982.507]

GDPM will make a determination as to the reasonableness of the proposed rent in relation to comparable units available for lease on the private unassisted market, and the rent charged by the owner for a comparable unassisted unit in the building or premises.

By accepting each monthly housing assistance payment from GDPM, the owner certifies that the rent to owner is not more than rent charged by the owner for comparable unassisted units in the premises. The owner is required to provide GDPM with information requested on rents charged by the owner on

the premises or elsewhere.

At all times during the tenancy, the rent to owner may not be more than the most current reasonable rent as determined by GDPM.

E. **DISAPPROVAL OF PROPOSED RENT** [24 CFR 982.502]

In any of the programs, if the proposed gross rent is not reasonable, at the family's request, GDPM will negotiate with the owner to reduce the rent to a reasonable rent. If the rent is not affordable because the family share would be more than 40% of the family's monthly adjusted income, GDPM will negotiate with the owner to reduce the rent to an affordable rent for the family.

At the family's request, GDPM will negotiate with the owner to reduce the rent or include some or all of the utilities in the rent to owner.

If the rent can be approved after negotiations with the owner, GDPM will continue processing the Request for Tenancy Approval and lease. If the revised rent involves a change in the provision of utilities, the RTA on file will be noted and initialed and dated by staff.

If the owner does not agree on the rent to owner after GDPM has tried and failed to negotiate a revised rent, GDPM will inform the family and owner that the lease is disapproved.

F. **INFORMATION TO OWNERS** [24 CFR 982.307(b), 982.54(d)(7)]

In accordance with HUD requirements, GDPM will furnish prospective owners with the family's current address as shown in GDPM's records and, if known to GDPM, the name and address of the landlord at the family's current and prior address.

GDPM will make an exception to this requirement if the family's whereabouts must be protected due to domestic abuse or witness protection.

GDPM will inform owners that it is the responsibility of the landlord to determine the suitability of prospective tenants. Owners will be encouraged to screen applicants for rent payment history, payment of utility bills, eviction history, respecting the rights of other residents, damage to units, drug-related criminal activity or other criminal activity that is a threat to the health, safety or property of others, and compliance with other essential conditions of tenancy.

A statement of GDPM's policy on release of information to prospective landlords will be included in the briefing packet that is provided to the family.

G. **OWNER DISAPPROVAL** [24 CFR 982.3061]

See chapter on "Owner Disapproval and Restriction."

H. **CHANGE IN TOTAL TENANT PAYMENT (TTP) PRIOR TO HAP
EFFECTIVE DATE**

When the family reports changes in factors that will affect the total family share prior to the effective date of the HAP contract at admission, the information will be verified and the total family share will be recalculated. If the family does not report any change, GDPM need not obtain new verifications before signing the HAP contract, even if verifications are more than 60 days old.

I. ANNUAL/BIENNIAL INSPECTIONS [24 CFR 982.55 1 Cd), 982.405)]

Responsibility of the family to allow Inspections:

GDPM must be allowed to inspect the unit at reasonable times with reasonable notice.

Inspections will be conducted normally on business days only. However, GDPM reserves the right to perform inspections or hire contractors to perform inspections outside GDPM's normal business hours with proper notification given. These hours will be between 8:00a.m.- 5:00p.m. on Saturday or Sunday.

The family and landlord are notified of the inspection appointment by mail. If the family is not able to be at home, they should make arrangements to have an adult family representative or the landlord present.

The inspectors will call the landlord and tenant prior to arriving at the unit for inspection. It is the responsibility of the landlord and tenant to make sure that the Housing Choice Voucher department has a correct phone number to call. A landlord/tenant cannot cancel an inspection or ask for a different time for inspection during this phone call. GDPM will not recognize this phone conversation as any type of cancellation for an inspection. If there is no answer or the number is not correct the inspector will proceed to the property as if the landlord/tenant were there.

If the family misses the inspection appointment and does not arrange for a representative or the landlord to be there, one more inspection (or re-inspection) appointment will be rescheduled.

If the family misses two inspection appointments, GDPM will consider the family to have violated a family obligation and their assistance will be terminated, following the Termination of Assistance Notice, giving the family ten working days to request an informal hearing.

If the family does not contact GDPM within the time period of the Informal Hearing request, GDPM will send the Termination of HAP Contract with a thirty-day notice, prior to the first of the month, to the landlord.

If the family responds to the Termination Notice within ten working days by contacting GDPM, an Informal Hearing will be scheduled and conducted as outlined in Chapter 22.

All inspections conducted are required to have pictures taken of the unit and will be kept on file to ensure consistency of HQS Standards and to help with the settling of any disputes.

Chapter 12

HOUSING QUALITY STANDARDS AND INSPECTIONS

[24 CFR 982.401]

We welcome you to Greater Dayton Premier Management's Housing Choice Voucher Program and appreciate your efforts in providing affordable housing for families. HUD regulations require all units occupied by families receiving Housing Choice Voucher (HCV) assistance meet HUD's Housing Quality Standards (HQS) and permit GDPM to establish additional requirements. The use of the term "HQS" in this plan refers to the combination of both HUD and GDPM established requirements. HQS inspections are required before the Housing Assistance Payments (HAP) Contract is signed and at least biennially during the term of the contract.

This chapter explains HUD and GDPM requirements related to housing quality as follows:

Physical Standards – Discusses the physical standards required of units occupied by HCV assisted families and identifies decisions about the acceptability of the unit that may be made by the family based upon the family's preference. It also identifies life-threatening conditions that must be addressed on an expedited basis.

The Inspection Process - Describes the types of inspections GDPM will make and the steps that will be taken when units do not meet HQS.

PHYSICAL STANDARDS

GENERAL HUD REQUIREMENTS

HUD Performance and Acceptability Standards [24 CFR 982.401]

These standards cover the following areas:

- Sanitary facilities
- Food preparation and refuse disposal
- Space and security
- Thermal Environment
- Illumination and electricity
- Structure and materials
- Interior air quality
- Water supply
- Lead-based paint
- Access
- Site and neighborhood
- Sanitary condition
- Smoke detectors

A summary of HUD performance criteria is also provided in the *Overview of HUD Housing Quality Standards* section of this document.

Tenant Preference Items

HUD requires GDPM to enforce minimum HQS, but also requires that certain judgments about acceptability be left to the family. For example, GDPM must ensure that the unit contains the required sanitary facilities, but the family decides whether the cosmetic

condition of the facilities is acceptable. Refer to *Summary of Tenant Preferences Related to Housing Quality* section in this document.

Modifications to Provide Accessibility

Under the Fair Housing Act of 1988 an owner must not refuse the request of a family that contains a person with a disability to make necessary and reasonable modifications to the unit. Such modifications are at the family's expense. The owner may require restoration of the unit to its original condition if the modification would interfere with the owner or next occupant's full enjoyment of the premises. The owner may not increase a customarily required security deposit. However, the landlord may negotiate a restoration agreement that requires the family to restore the unit and, if necessary, to ensure the likelihood of restoration, may require the tenant to pay a reasonable amount into an interest bearing escrow account over a reasonable period of time. The interest in any such account accrues to the benefit of the tenant. The owner may also require reasonable assurances that the quality of the work will be acceptable and that any required building permits will be obtained. [24 CFR 100.203; Notice 2003-31].

Modifications to units to provide access for a person with a disability must meet all applicable HQS requirements and conform to the design, construction or alteration of facilities contained in the UFAS and the ADA Accessibility Guidelines (ADAAG) [28 CFR 35.151(c) and Notice 2003-31].

GDPM Policy:

An owner who intends to negotiate a restoration agreement or require an escrow account must submit the agreement to GDPM for review.

ADDITIONAL LOCAL REQUIREMENTS

GDPM may impose additional quality standards as long as the additional criteria is not likely to adversely affect the health or safety of participant families or severely restrict housing choice. HUD approval is required if more stringent standards are imposed. HUD approval is not required if GDPM additions are clarifications of HUD's acceptability criteria or performance standards [24 CFR 982.401(a)(4)].

Thermal Environment

GDPM must define a "healthy living environment" for the local climate.

GDPM Policy:

The heating system must be capable of maintaining an interior temperature of 68° Fahrenheit between October 1 and May 1.

The air conditioning system must be capable of maintaining an interior temperature of 74° Fahrenheit between May 1 and October 1.

Clarification of HUD Requirements

GDPM Policy:

As permitted by HUD, GDPM has adopted the following specific requirements that elaborate on HUD standards.

Illumination and Electricity

Every bathroom, including half-baths, must be equipped with at least one electrical outlet and one permanently mounted ceiling or wall light fixture. All electrical outlets in bathrooms and half-baths, must be GFCI outlets. If no ground wire exists, the GFCI need not be grounded.

All regular (non-GFCI) three prong outlets must be grounded and wired to the correct polarity. If no ground wire exists functional two prong outlets are acceptable.

Kitchens must have a permanent ceiling or wall light fixture and one outlet.

Bedrooms and living rooms must have a permanent ceiling or wall light fixture and one outlet or two working outlets.

All optional equipment, such as garbage disposal, dishwasher, air conditioner, ceiling fan, etc., that is present in the unit, must be properly installed, have no missing parts, and must operate as designed.

A globe or cover must be present on all light fixtures designed to have a globe or cover.

Walls

In areas where plaster or drywall is sagging, severely cracked or otherwise damaged, it must be repaired or replaced.

All walls in a tub or shower area must be covered with waterproof materials, such as a tub wall or ceramic tile. All seams and edges must be properly sealed.

The unit must be free from holes larger than 2" in any interior wall, ceiling or door. No holes of any size that permit entry of insects, rodents or excessive air infiltration are permitted interiorly or exteriorly.

Interior painted surfaces in all units must be in good condition and not excessively soiled. All repairs completed on walls or ceilings due to moisture problems must be painted to seal the area.

Windows

All windows must lock. Window sashes must be in good condition, solid and intact, and properly fitted to the window frame. Damaged or deteriorated sashes must be replaced and windows must be weather-stripped to ensure a weather-tight seal. Window screens are not required, but must be in good condition if present.

Doors

All exterior doors must have a doorknob and a thumb turn deadbolt lock. They must be weather-tight to avoid any air or water infiltration, no holes, all trim intact and a threshold. Interior doors must have trim intact, no holes and open without the use of a key. Storm doors or screen doors are not required, but, if present, must be in safe, operable condition and be equipped with an operable closer mechanism. A spring alone is not acceptable as a closer mechanism.

Floors

All wood floors must be sanded to a smooth surface and sealed. Any loose or warped boards must be resecured and level. If floors cannot be leveled, they must be replaced. Floors must be in a finished state; raw wood or unsealed concrete is not permitted. Floors should have base shoe (vinyl is permitted), trim or sealing for a finished look.

Sinks

All sinks and commode water lines must have shut off valves, unless faucets are wall mounted.

Toilets

All worn or cracked toilet seats and tank lids must be replaced and toilet tank lid must fit properly.

Plumbing and Heating

Water heaters must be equipped with a temperature/pressure relief valve, free from leaks, and the discharge pipe must extend 4" to 6" from the floor. No threaded edges to prevent capping.

Flexible gas supply lines must be attached to rigid pipe extending from furnaces, boilers and water heaters. No part of a flexible gas supply line may be located inside a furnace, boiler or water heater.

Owners may certify the safety of water heaters and heating systems that are not accessible to inspectors, such as water heaters and heating systems located in crawl spaces above or below dwelling units. This does not include installations in areas that are locked, but would be otherwise accessible. Such areas must be unlocked for inspection. Landlord certification must be on a form acceptable to GDPM.

Clothes dryers must be properly vented to the outside. The tenant is responsible for connection to the outside vent, while the landlord is responsible for the vent through the wall. Interior moisture collection boxes are not permitted.

Space and Security

A closet is required for each bedroom. Closets may be located in the bedroom, in a hallway near the bedroom, or a portable type. A clothes rod must be present in each bedroom closet. Unenclosed clothes racks are not acceptable as closets.

Bathrooms and bedrooms must have properly fitting doors that latch. Locks, such as key locks or bolt locks that restrict exit from any room, are not permitted. The family must not be required to go through one bedroom to get to another bedroom. Bedrooms in basements and attics are not allowed unless they meet HQS and local code requirements, including ventilation and emergency exit requirements.

If window security bars or security screens are present on emergency exit windows, they must be equipped with a quick release system. The owner is responsible for ensuring that the family is instructed on the use of the quick release system.

A simple bolt lock is not acceptable on an entry door if it is the only entry door to the unit. A bolt lock may be present, along with a key lock, on additional entry doors. All entry doors must open from the inside of the unit without the need for a key or tool. Double cylinder deadbolt locks are not acceptable. Entry doors must be weather-tight to avoid air or water infiltration [24 CFR 982.404(a)].

Smoke Detectors

Smoke detectors must be on all levels, in every bedroom and in basements. The basement smoke detector must be located on the ceiling near the stairs at least 4” from the nearest wall. For open joist ceilings, the smoke detector must be mounted on the bottom of the joist. If the dwelling unit is occupied by a person with a hearing impairment, a visual alarm must be located in that person’s bedroom and a detector located outside of the bedroom must control the alarm. The owner is required to repair an inoperable smoke detector unless the family has intentionally disconnected it (by removing the batteries or other means). In this case the family will be responsible for the repair of the smoke detector within 24 hours.

Building Exterior

Gutters and downspouts must be in good condition clear of debris and vegetation. Downspouts must have diverters to keep water from entering the unit.

Street number must be visible from the street and must be installed on the front of the unit or building.

Health and Safety

The unit, and any related common areas, must be free of excessive amounts of mold or mildew.

Severe infestation by insects or rodents must be eradicated by a licensed exterminator. All holes that could provide access by insects or rodents must be closed off. An inspector encountering infestations may cancel or terminate the inspection until such time that the owner provides written certification of eradication of the infestation.

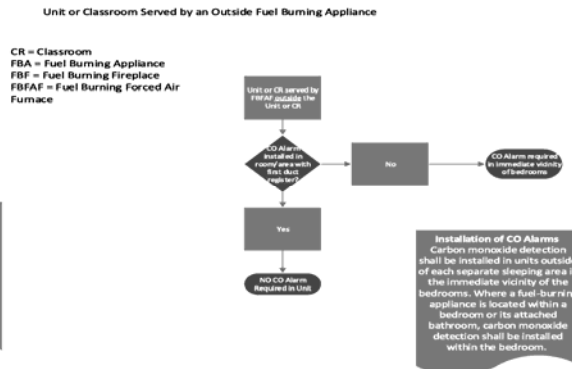
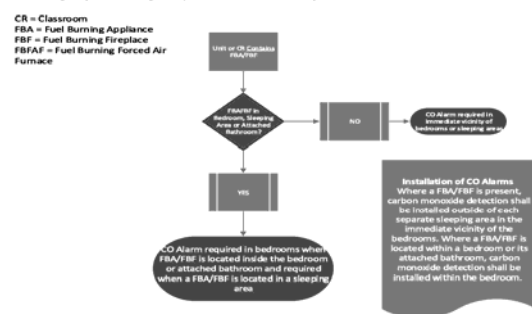
Units that have an excess of items or other possible hazards (i.e., animals, possibility of mold, extreme poor housekeeping) causing the inability to properly inspect the unit will be considered a health and safety deficiency and the inspector has the discretion to fail the inspection.

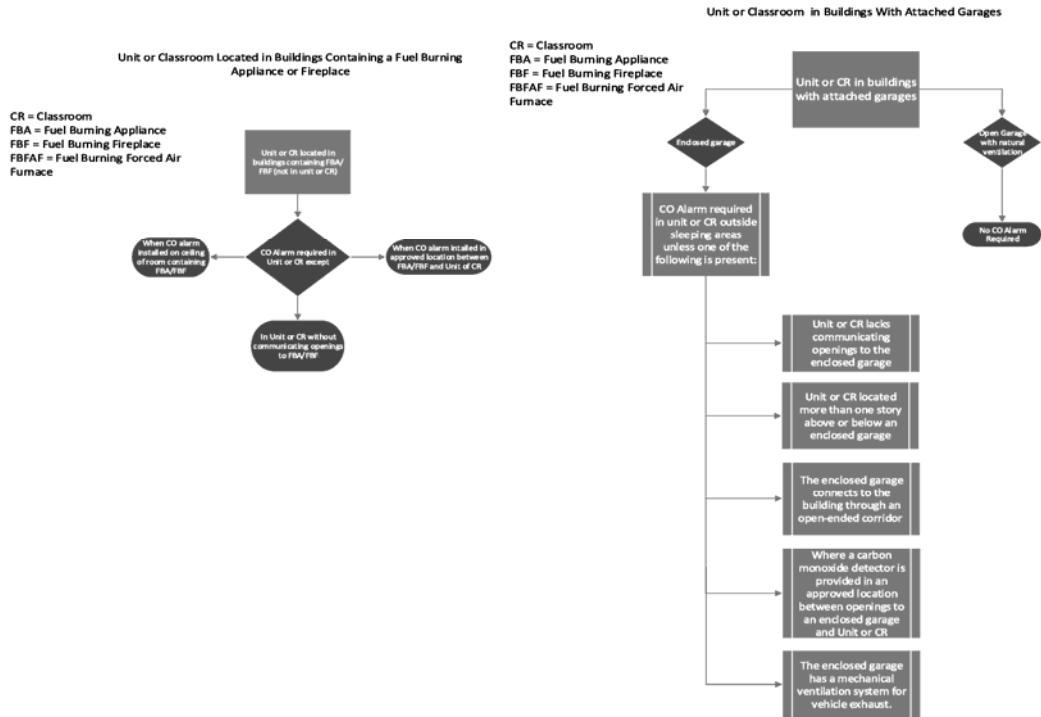
Access

The unit must provide an alternate means of exit from the building in case of fire or other emergency. The exits cannot be blocked or obstructed by debris, used as a storage area or secured by nails.

Carbon Monoxide

Carbon Monoxide (CO) Device Decision Tree
December 23, 2022
A guide for determining CO requirements based on sources of carbon monoxide and location





LIFE THREATENING CONDITIONS [24 CFR 982.404(a)]

HUD requires GDPM to define life threatening conditions and to notify the owner or the family (whomever is responsible) of the corrections required. The responsible party must correct life threatening conditions within 24 hours of GDPM notification.

GDPM Policy

The following are considered life threatening conditions:

- Hazards that create an imminent threat to the health and safety of the occupants as determined by GDPM.
- Any condition that jeopardizes the security of the unit.
- Major plumbing leaks or flooding, waterlogged ceiling or floor in imminent danger of falling.
- Natural or LP gas or fuel oil leaks.
- Any electrical problem or condition that could result in shock or fire.
- Absence of a working heating system when outside temperature is below 60 degrees Fahrenheit.
- Utilities not in service, including no running hot water.
- Conditions that present the imminent possibility of injury.
- Obstacles that prevent safe entrance or exit from the unit.
- Absence of a functioning toilet in the unit.
- Inoperable smoke detectors.

If an owner fails to correct life threatening conditions as required by GDPM, the housing assistance payment will be abated and the HAP contract will be terminated.

If a family fails to correct a family-caused life threatening condition as required by GDPM, GDPM may terminate the family's assistance.

The owner will be required to repair an inoperable smoke detector unless GDPM determines that the family has intentionally disconnected it (by removing batteries or other means). In this case, the family will be required to repair the smoke detector within 24 hours.

OWNER AND FAMILY RESPONSIBILITIES [24 CFR 982.404]

Family Responsibilities

The family is responsible for correcting the following HQS deficiencies:

Tenant-paid utilities not in service.

Failure to provide or maintain family-supplied appliances.

Damage to the unit or premises caused by a household member or guest beyond normal wear and tear. "Normal wear and tear" is defined as items which could not be charged against the tenant's security deposit under state law or court practice.

Owner Responsibilities

The owner is responsible for all HQS violations not listed as a family responsibility above. However, if the family's actions constitute a serious or repeated lease violation, the owner may take legal action to evict the family.

If the owner threatens or is violent towards GDPM personnel, the HAP contract will be terminated and GDPM may debar the landlord from further participation in the HCV program.

SPECIAL REQUIREMENTS FOR CHILDREN WITH ENVIRONMENTAL INTERVENTION BLOOD LEAD LEVEL [24 CFR 35.1225]

If GDPM is notified by a public health department or other medical health care provider, or verifies information from a source other than a public health department or medical health care provider, that a child of less than 6 years of age, living in an HCV-assisted unit has been identified as having an environmental intervention blood lead level, GDPM must complete a risk assessment of the dwelling unit. The risk assessment must be completed in accordance with program requirements, and the result of the risk assessment must be immediately provided to the owner of the dwelling unit. In cases where the public health department has already completed an evaluation of the unit, this information must be provided to the owner.

Within 30 days after receiving the risk assessment report from GDPM, or the evaluation from the public health department, the owner is required to complete the reduction of identified lead-based paint hazards in accordance with the lead-based paint regulations [24 CFR 35.1325 and 35.1330]. If the owner does not complete the "hazard reduction" as required, the dwelling unit is in violation of HQS and GDPM will take action.

VIOLATION OF HQS SPACE STANDARDS [24 CFR 982.403]

If GDPM determines that a unit does not meet the HQS space standards because of an increase in family size or a change in family composition, GDPM must issue the family a new voucher, and the family and GDPM must try to find an acceptable unit as soon as possible. If an acceptable unit is available for rental by the family, GDPM must terminate the HAP contract in accordance with its terms.

GDPM Policy:

A unit meets HQS space standard if the dwelling unit has at least one bedroom or living/sleeping room for each two persons. A living/sleeping room is any space other than a kitchen, bathroom or hallway that is equipped with at least one window that opens, if it was designed to open, and two electrical outlets or one electrical outlet and one permanently mounted light fixture.

THE INSPECTION PROCESS

[24 CFR 982.405]

Types of Inspections

GDPM conducts the following types of inspections as needed. Each type of inspection is discussed in the paragraphs that follow.

Initial Inspection. GDPM conducts initial inspections in response to a request from a family to approve a unit for participation in the HCV program. The unit must pass the HQS inspection before the effective date of the HAP contract.

Annual/Biennial Inspection. HUD requires GDPM to inspect each unit under lease at least biennially to confirm that the unit still meets HQS. The inspection may be conducted in conjunction with the family's annual reexamination, but also may be conducted separately.

Special Inspection. A special inspection may be required by the owner or the family as a result of problems identified with a unit between annual/biennial inspections.

Quality Control Inspection. HUD requires that a sample of units be re-inspected by a supervisor or other qualified individual to ensure that HQS are being enforced correctly and uniformly by all inspectors.

Inspection of GDPM Owned Properties [24 CFR 982.352(b)]

GDPM must obtain the services of an independent entity to perform all HQS inspections in cases where an HCV family is receiving assistance in a GDPM owned property. GDPM administers the assistance under the consolidated ACC including a unit owned by an entity substantially controlled by GDPM. The independent agency must communicate the results of each inspection to the family and GDPM. The independent agency must be approved by HUD, and may be the unit of general local government for GDPM jurisdiction (unless GDPM is itself the unit of general local government or an agency of such government).

Inspection Costs

GDPM may not charge the family or owner for unit inspections [24 CFR 982.405(e)]. In the case of inspections of GDPM owned properties, GDPM may compensate the independent agency from ongoing administrative fee for inspections performed. GDPM

and the independent agency may not charge the family any fee or charge for the inspection [24 CFR 982.352(b)].

Notice and Scheduling

The family must allow GDPM to inspect the unit at reasonable times with reasonable notice [24 CFR 982.551(d)].

GDPM Policy:

Both the family and the owner will be given reasonable notice of all inspections. Except in the case of a life-threatening emergency, reasonable notice is considered to be not less than 48 hours. Inspections may be scheduled between 8:30 am and 4:30 pm. Generally, inspections will be conducted on business days only. In the case of a life-threatening emergency, GDPM will give as much notice as possible.

Owner and Family Inspection Attendance

HUD permits GDPM to set policy regarding family and owner presence at the time of inspection.

GDPM Policy:

At initial inspection of a vacant unit, GDPM will inspect the unit in the presence of the owner or owner's representative. When a family occupies the unit at the time of inspection, an adult family member must be present for the inspection. Inspectors will not enter units alone with lock boxes.

INITIAL HQS INSPECTION [24 CFR 982.401(a)]

TIMING OF Initial Inspections

HUD requires the unit to pass HQS before the effective date of the lease and HAP contract. HUD requires PHAs to complete the initial inspection to determine whether the unit satisfies HQS, and notify the owner and the family within 15 days of submission of the Request for Tenancy Approval. The 15 day period is suspended when the unit is not available for inspection [24 CFR 982.305(b)(2)].

GDPM Policy:

GDPM will complete the initial inspection, determine whether the unit satisfies HQS and notify the owner and the family of the determination within 15 business days of submission of the Request for Tenancy Approval.

Inspection Results and Re-Inspections

GDPM Policy:

If any HQS violations are identified, the owner will be notified of the deficiencies and be given a timeframe to correct them. If requested by the owner, the timeframe for correcting the deficiencies may be extended by GDPM for good cause. GDPM will re-inspect the unit within 15 business days of the date the owner notifies GDPM that the required corrections have been made.

If the timeframe for correcting the deficiencies (or any GDPM approved extension) has elapsed, or the unit fails HQS at the time of the re-inspection, GDPM will notify the owner and the family that the unit has been rejected and that the family must search for another unit. GDPM may agree to conduct a second re-inspection, for good cause, at the request of the family and owner.

Following a failed re-inspection, the family may submit a new Request for Tenancy Approval for the unit if the family has not found another unit by the time the owner completes all repairs and the family continues to wish to live in the unit.

Utilities

Generally, at initial lease-up, the owner is responsible for demonstrating that all utilities are in working order, including those utilities that the family will be responsible for paying.

GDPM Policy:

All utilities must be on to make a full and accurate inspection of the unit.

Appliances

GDPM Policy:

If the family is responsible for supplying the stove and/or refrigerator, GDPM will allow the stove and refrigerator to be placed in the unit after the unit has met all other HQS requirements. The required appliances must be in place before the HAP contract is executed by GDPM. GDPM may accept a signed affidavit from the family that the appliances are installed and are in good working order.

ANNUAL/BIENNIAL HQS INSPECTIONS [24 CF4 982.405(a); Section 220 of the 2014 Appropriation Act]

Scheduling the Inspection

Each unit under HAP contract must have an inspection not less than biennially.

GDPM Policy:

If an adult family member cannot be present on the scheduled date, the family should request that GDPM reschedule the inspection. GDPM and the family will agree on a new inspection date that generally should take place within 5 business days of the originally scheduled date. GDPM may schedule an inspection more than 5 business days after the original date for good cause.

If the family misses the first scheduled appointment without requesting a new inspection date, GDPM will automatically schedule a second inspection within 10 business days. If the family misses two scheduled inspections without GDPM approval, GDPM will consider the family to have violated its obligation to make the unit available for inspection. This may result in termination of the family's assistance.

In accordance with 24 CFR 982.202(a)(3), GDPM may elect not to do a re-inspection for minor deficiencies that can be verified by the property owner and/or tenant in the form of a receipt for repairs from a contractor, repair person or business that clearly provides evidence that the work was completed, or a photograph that is clearly time-stamped and can clearly illustrate the repair. Examples of minor repairs may include electrical outlet or switch covers, replacement of globes on light fixtures, replacement or repair of windows or screens, minor tripping hazards, missing door handles or knobs, installation of closet poles, repair of small holes and evidence of professional extermination.

GDPM will inspect each unit under a HAP contract at least biennially. When a unit receives a passing HQS score on the first scheduled appointment date for two consecutive years, GDPM, at its sole discretion, may inspect the unit biennially. A unit will not move to biennial inspections if the pass score is

received at a re-inspection appointment. Units moved to biennial inspections that subsequently receive a fail score will return to annual inspections.

SPECIAL INSPECTIONS

GDPM will conduct a special inspection if the owner or family reports HQS violations in the unit. If the reported condition is not life-threatening (i.e., GDPM would require the owner to make the repair within 30 calendar days), then GDPM will inspect the unit within 15 days of receipt of the complaint.

GDPM Policy:

During a special inspection, GDPM generally will inspect only those deficiencies that were reported. However, the inspector will record any additional HQS deficiencies that are observed and will require the responsible party to make the necessary repairs.

If the annual/biennial inspection has been scheduled or is due within 90 days of the date the special inspection is scheduled, GDPM may elect to conduct a full annual/biennial inspection.

QUALITY CONTROL INSPECTIONS [24 CFR 982.405(b)]

HUD requires a GDPM supervisor or other qualified person to conduct quality control inspections of a sample of units to ensure that each inspector is conducting accurate and complete inspections and that there is consistency in the application of the HQS. The unit sample must include only units that have been inspected within the preceding 3 months. The random sample will include: (1) each type of inspection (initial, annual and special); (2) inspections completed by each inspector; and (3) units from a cross-section of neighborhoods.

INSPECTION RESULTS AND RE-INSPECTIONS FOR UNITS UNDER HAP CONTRACT

Notification of Corrective Actions

The owner and the family will be notified in writing of the results of all inspections. When an inspection identifies HQS failures, GDPM will determine whether or not the failure is a life threatening condition and whether the family or owner is responsible.

GDPM Policy:

When life threatening conditions are identified, GDPM will immediately notify both parties by phone or email. The notice will specify who is responsible for correcting the violation. The corrective actions must be taken within 24 hours of GDPM's notice.

When failures are not life threatening, GDPM will send the owner and the family a written notification of the inspection results within 5 business days of the inspection. The written notice will specify who is responsible for correcting the violation, and the timeframe within which the failure must be corrected. Generally, no more than 30 days will be allowed for the correction.

The notice of inspection results will inform the owner that if life threatening conditions are not corrected within 24 hours, and non-life-threatening conditions are not corrected within the specified time frame (or a GDPM approved extension), the owner's HAP will be abated in accordance with GDPM policy. Likewise, in the case of family caused deficiencies, the notice will inform the

family that if corrections are not made within the specified timeframe (or a GDPM approved extension) the family's assistance will be terminated in accordance with GDPM policy.

Extensions

For conditions that are life-threatening, GDPM cannot grant an extension to the 24 hour corrective action period. For conditions that are not life-threatening, GDPM may grant an exception to the required time frames for correcting the violation if GDPM determines that an extension is appropriate [24 CFR 982.404].

GDPM Policy:

Extensions will be granted in cases where GDPM has determined that the owner has made a good faith effort to correct the deficiencies, but is unable to for reasons beyond the owner's control. Reasons a repair cannot be completed may include, but are not limited to:

Required parts or services are not available.

Weather conditions extensions may be continued until the weather has improved sufficiently to make repairs possible. The necessary repairs must be made within 15 calendar days, once the weather conditions have subsided.

Weather extensions may be granted between November 1st and April 30th for most inspections: **Except:** Initial inspections and lead-based paint inspections for families with children under 6 years of age.

A reasonable accommodation is needed because the family includes a person with disabilities.

The length of the extension will be determined on a case-by-case basis, but will not exceed 60 days.

Re-Inspections

GDPM Policy:

GDPM will conduct a re-inspection immediately following the end of the corrective period, or a GDPM approved extension.

The family and owner will be given reasonable notice of the re-inspection appointment. If the deficiencies have not been corrected by the time of the re-inspection, GDPM will send a notice of abatement to the owner, or in the case of family caused violations, a notice of termination to the family. If GDPM is unable to gain entry to the unit in order to conduct the scheduled re-inspection, GDPM will consider the family to have violated its obligation to make the unit available for inspection which may result in termination of the family's assistance.

ENFORCING OWNER COMPLIANCE

If the owner fails to maintain the dwelling unit in accordance with HQS, GDPM must take prompt and vigorous action to enforce the owner obligations.

HAP Abatement

If an owner fails to correct HQS deficiencies by the time specified by GDPM, HUD

requires GDPM to abate housing assistance payments no later than the first of the month following the specified correction period (including any approved extension) [24 CFR 985.3(f)]. No retroactive payments will be made to the owner for the period of time the rent was abated. Owner rents are not abated as a result of HQS failures that are the family's responsibility.

GDPM Policy:

GDPM will make all HAP abatements effective the first of the month following the expiration of GDPM's specified correction period (including extensions). GDPM's specified correction period follows the second failed inspection or 30 calendar days, whichever comes first (with the exception of any approved extension).

GDPM will inspect abated units within 10 business days of the owner's notification that the work has been completed. Payment will resume effective on the day the unit passes inspection.

During any abatement period, the family continues to be responsible for its share of the rent. The owner must not seek payment from the family for abated amounts and may not use the abatement as cause for eviction.

HAP Contract Termination

GDPM must decide how long any abatement period will continue before the HAP contract will be terminated. GDPM should not terminate the contract until the family finds another unit, provided the family does so in a reasonable time and must give the owner reasonable notice of the termination. GDPM will issue a voucher to permit the family to move to another unit.

GDPM Policy:

The maximum time a HAP may be abated is 60 calendar days. The current voucher terminates when the HAP contract terminates. However, if the owner completes corrections and notifies GDPM before the termination date of the HAP contract, GDPM may rescind the termination notice if the family still resides in the unit and wishes to remain in the unit, and the unit passes inspection. Reasonable notice of HAP contract termination by GDPM is 30 days.

ENFORCING FAMILY COMPLIANCE [24 CFR 982.404(b)]

GDPM will terminate the family's assistance if they are responsible for correcting HQS violations and fail to correct said violation within the period allowed, including any extension. If the owner carries out a repair for which the family is responsible under the lease, the owner may bill the family for the cost of the repair.

OVERVIEW OF HUD HOUSING QUALITY STANDARDS

Note: This document provides an overview of HQS. For more detailed information, see the following documents:

- 24 CFR 982.402, Housing Quality Standards (HQS)
- HUD Housing Inspection Manual for Section 8 Housing
- HUD Inspection Form, form HUD-52580 (3/01) and Inspection Checklist, form HUD-52580-A (9/00)

Sanitary Facilities

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

Food Preparation and Refuse Disposal

The dwelling unit must have space and equipment suitable for the family to store, prepare and serve food in a sanitary manner.

Space and Security

The dwelling unit must provide adequate space and security for the family. This includes having at least one bedroom or living/sleeping room for each two persons.

Thermal Environment

The unit must have a safe system for heating the dwelling unit. Air conditioning is not required, but if provided, must be in proper operating condition. The unit must not contain unvented room heaters that burn gas, oil or kerosene. Portable electric room heaters or kitchen stoves with built-in heating units are not acceptable as a primary source.

Illumination and Electricity

Each room must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of occupants. The unit must have sufficient electrical sources so occupants can use essential electrical appliances. Minimum standards are set for different types of rooms. Once the minimum standards are met, the number, type and location of electrical sources are a matter of tenant preference.

Structure and Materials

The unit must be structurally sound. Handrails are required when four or more steps (risers) are present, and protective railings are required when porches, balconies and stoops are 30" or more off the ground. The elevator servicing the unit must be working (if there is one). Manufactured homes must have proper tie-down devices capable of surviving wind loads common to the area.

Interior Air Quality

The unit must be free of air pollutant levels that threaten the occupants' health. There must be adequate air circulation in the unit. Bathroom areas must have one window that opens or other adequate ventilation. Any sleeping room must have at least one window. If a window was designed to be opened, it must be in proper working order.

Water Supply

The unit must be served by an approved public or private water supply that is sanitary and free from contamination. Plumbing fixtures and pipes must be free of leaks and threats to health and safety.

Lead-Based Paint

Lead-based paint requirements apply to units built prior to 1978 that are occupied or can be occupied by families with children under 6 years of age, excluding zero bedroom dwellings. Owners must:

- Disclose known lead-based paint hazards to prospective tenants before the lease is signed.

- Provide all prospective families with “Protect Your Family from Lead in your Home”.
- Stabilize deteriorated painted surfaces and conduct hazard reduction activities when identified by GDPM.
- Notify tenants each time such an activity is performed.
- Conduct all work in accordance with HUD safe practices.
- As part of ongoing maintenance, ask each family to report deteriorated paint.

For occupied units with children under 6 years of age, a risk assessment must be conducted (paid for by GDPM). If lead hazards are identified during the risk assessment, the owner must complete hazard reduction activities. For additional information on lead-based paint requirements see 24 CFR 35, subparts A, B, M and R.

Access

Use and maintenance of the unit must be possible without unauthorized use of other private properties. The building must provide an alternate means of exit in case of fire.

Site and Neighborhood

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

Sanitary Condition

The dwelling unit and its equipment must be in sanitary condition and free of vermin and rodent infestation. The unit must have adequate barriers to prevent infestation.

Smoke Detectors

Smoke detectors must be on all levels and in every bedroom. In basements, the smoke detector must be located on the basement ceiling near the stairs, at least 4” from the nearest wall. On an open joist ceiling, the smoke detector must be mounted on the bottom of the joist. If the dwelling unit is occupied by a person with a hearing impairment, a visual alarm must be located in that person’s bedroom and a detector located outside of the bedroom must control the alarm. The owner is required to repair an inoperable smoke detector unless the family has intentionally disconnected it (by removing the batteries or other means). In this case the family will be responsible for the repair of the smoke detector within 24 hours.

Hazards and Health/Safety

The unit, interior and exterior common areas accessible to the family, the site and the surrounding neighborhood must be free of hazards to the family’s health and safety.

SUMMARY OF TENANT PREFERENCES RELATED TO HOUSING QUALITY

Note: This document provides an overview of unit and site characteristics and conditions for which the family determines acceptability. For more detailed information see the following documents:

- HUD Housing Inspection Manual for Section 8 Housing
- HUD Inspection Form, form HUD-52580 (3/01) and Inspection Checklist,

Provided the minimum housing quality standards have been met, HUD permits the family to determine whether the unit is acceptable with regard to the following characteristics:

Sanitary Facilities

The family may determine the adequacy of the cosmetic condition and quality of the sanitary facilities, including the size of the lavatory, tub or shower; the location of the sanitary facilities within the unit; and the adequacy of the water heater.

Food Preparation and Refuse Disposal

The family selects size and type of equipment it finds acceptable. When the family is responsible for supplying cooking appliances, the family may choose to use a microwave oven in place of a conventional oven, stove or range. When the owner is responsible for providing cooking appliances, the owner may offer a microwave oven in place of an oven, stove or range only if other subsidized and unsubsidized units on the premises are furnished with microwave ovens only. The adequacy of the amount and type of storage space, the cosmetic conditions of all equipment and the size and location of the kitchen are all determined by the family.

Space and Security

The family may determine the adequacy of room sizes and room locations. The family is also responsible for deciding the acceptability of the type of door and window locks.

Energy Conservation Items

The family may determine whether the amount of insulation, presence or absence of storm doors and windows and other energy conservation items are acceptable.

Illumination and Electricity

The family may determine whether the location and the number of outlets and fixtures (over and above those required to meet HQS standards) are acceptable, or if the amount of electrical service is adequate for the use of appliances, computers or stereo equipment.

Structure and Materials

Families may determine whether minor defects, such as lack of paint or worn flooring or carpeting will affect the livability of the unit.

Indoor Air

Families may determine whether window and door screens, filters, fans or other devices for proper ventilation are adequate to meet the family's needs. However, if screens are present, they must be in good condition.

Sanitary Conditions

The family determines whether the sanitary conditions in the unit, including minor infestations, are acceptable.

Neighborhood Conditions

Families may determine whether neighborhood conditions such as the presence of drug activity, commercial enterprises and convenience to shopping will affect the livability of the unit.

Families have no discretion with respect to lead-based paint standards and smoke detectors.

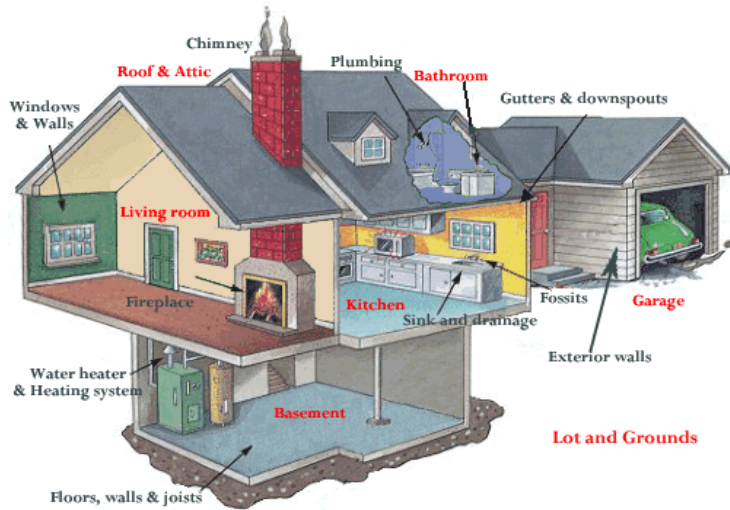
RETURN THIS SIGNED PAGE AND THE RTA PACKET TO GDPM

I, _____ have reviewed GDPM's Housing Quality Standards and fully understand what is expected for the Housing Assistance Payments Program.

Signature of Owner **Date**

I, _____ have reviewed GDPM's Housing Quality Standards and fully understand what is expected for the Housing Assistance Payments Program.

Signature of Tenant **Date**



GREATER DAYTON PREMIER MANAGEMENT

400 Wayne Avenue, Dayton Ohio 45410

937-910-7500 or 937-910-5400



Chapter 13

LEASE APPROVAL, RENT REASONABLENESS AND CONTRACT EXECUTION

[24 CFR 982.302, 982.507]

INTRODUCTION [24 CFR 982.305(a)]

GDPM will determine rent reasonableness in accordance with 24 CFR 982.507(a). It is GDPM's responsibility to ensure that the rents charged by owners are reasonable based upon unassisted comparable in the rental market, using the criteria specified in 24 CFR 982.507(b). The proposed rent may be deemed reasonable if the contract rent is up to 102% of the reasonable recommended rent.

This chapter defines the types of eligible housing, GDPM's policies that pertain to lease requirements, lease review and rent reasonableness.

A. LEASE REVIEW [24 CFR 982.308]

The family and owner must submit a standard form of lease used in the locality by the owner and that is generally used for other unassisted tenants in the premises. The terms and conditions of the lease must be consistent with state and local law.

The lease must specify:

The names of the owner and tenant, and

The address of the unit rented (including apartment number, if any), and The amount of the monthly rent to owner, and

The utilities and appliances to be supplied by the owner, and The utilities and appliances to be supplied by the family

The HUD prescribed tenancy addendum must be included in the lease word-for-word before the lease is executed.

The Lead Warning Statement and disclosure information required by 24 CFR 35.92(b) will be included in the Request for Tenancy Approval Packet (RTA).

Actions Before Lease Term

All of the following must always be completed before the beginning of the initial term of the lease for a unit:

GDPM has inspected the unit and has determined that the unit satisfies the HQS; GDPM has determined that the rent charged by the owner is reasonable;

The land lord and the tenant have executed the lease, including the HUD-prescribed tenancy addendum;

GDPM has approved leasing of the unit in accordance with program requirements;

When the gross rent exceeds the applicable payment standard for the family, GDPM must determine that the family share (total family contribution) will not be more than 40% of the family's monthly adjusted income.

B. SEPARATE AGREEMENTS

Separate agreements are not necessarily illegal side agreements. Families and owners will be advised of the prohibition of illegal side payments for additional rent, or for items normally included in the rent of unassisted families, or for items not shown on the approved lease.

The family is not liable under the lease for unpaid charges for items covered by separate agreements and nonpayment of these agreements cannot be cause for eviction.

Owners and families may execute separate agreements for services, appliances (other than range and refrigerator) and other items that are not included in the lease if the agreement is in writing and approved by GDPM.

Any appliances, services or other items that are routinely provided to unassisted families as part of the lease (such as air conditioning, dishwasher or garage) or are permanently installed in the unit, cannot be put under separate agreement and must be included in the lease. For there to be a separate agreement, the family must have the option of not utilizing the service, appliance or other item.

If the family and owner have come to a written agreement on the amount of allowable charges for a specific item so long as those charges are reasonable and not a substitute for higher rent, they will be allowed.

GDPM will approve separate agreements for modifications to the unit for persons with disabilities. The modifications are usually within the dwelling and are critical to the use of the dwelling.

C. RENT REASONABLENESS DETERMINATION [24 CFR 982.507]

I. STATEMENT OF COMPLIANCE WITH REASONABLE RENT REGULATIONS

Background

The EZ-Reasonable Rent Determination (EZ-RRD) system is utilized to assist staff to conduct reasonable rent analysis for units to be assisted. The EZ-RRD system was designed to correct long-standing misconceptions and problems about reasonable rent analysis. For example, other systems allow the Agency Analyst to select the comparable units, allowing for possible favoritism, subjectivity and Fair Housing Issues. EX-RRD automatically selects the best comparable units in the database using consistent and objective methods. Thus, the Agency and U.S. Department of Housing and Urban Development (HUD) are protected from fraud, waste, and mismanagement.

In another example, some systems look for comparable units based only on the same or similar rents. They do no account for differences in the characteristics between the assisted and comparable units. The EZ-RRD system uses the standard deviation method to enable proper comparisons of the unit to be assisted and comparable units with different characteristics, assuring the Agency that an “apples to apples” comparison is made.

Agency should always ensure the EZ-RRD database has an adequate number of current comparable units in all communities in which the Participants live as well as communities that may provide Expanded Housing Opportunities. Expanded Housing Opportunities is a HUD term that indicates a geographic area that may offer better housing quality, good public transportation, good schools, close proximity to jobs and services, etc.

This Policy represents a reasonable method per the Section 8 Housing Choice Voucher and SEMAP regulations, as well as the HUD Housing Choice Voucher Program Guidebook. It also represents a common sense approach according to the HUD SEMAP Confirmatory Review and Reasonable Rent Quality Assurance protocols.

Timing

A unit will not be approved until it is determined that the requested rent by the owner/agent is a reasonable rent. The Agency will also determine the reasonable rent before approving any increase in the rent or if there is a ten percent (10%) decrease in the published FMR sixty (60) days before the contract anniversary as compared with the FMR in effect one year before the contract anniversary, or if directed by HUD. The agency may elect to re-determine reasonable rent at any other time.

Compliance with 24 CFR Section 982.507 Rent to Owner: Reasonable Rent and 24 CFR Section 985.3(b) Reasonable Rent

The regulations do not require a specific method to be utilized. The only requirements for comparability at 24 CFR 982.507(b) is for the Agency to utilize unassisted units as comparable units and to consider all nine characteristics for each determination. Therefore, the reasonable rent system uses only unassisted units for comparable units. It also considers the following characteristics for each determination.

- Location
- Quality
- Size (by # of bedrooms, overall size and # of bathrooms)
- Unit type
- Age of the contract unit
- Amenities
- Housing services
- Maintenance
- Utilities to be provided by the owner

The only requirements for reasonable rent at 24 CFR 985.3(b) is for the Agency to have and implement a reasonable written method that uses all nine of the above characteristics. This Policy describes the reasonable method herein.

The EZ-Reasonable Rent Determination (EZ-RRD) Report documents implementation of this Policy. This Policy includes an example of this Report.

II. STEP-BY STEP EXPLANATION OF PROCEDURES

This section first explains the preparation needed to perform reasonable rent determinations; then it provides the steps to implement the reasonable rent determinations.

Preparations: Use of Location

The first step in preparation concerns the location characteristic. Location has the greatest impact on rent. Therefore, this system gives the greatest weight to location.

To define the location, the EZ-RRD Analysts divide the Agency’s jurisdiction into three rental market value areas. Each unit to be assisted and each comparable unit is assigned to be in either a high, medium, or low market value location. Section III of this Policy provides an explanation of how these rental market values are determined.

Preparation: Assigning Maximum Value Points to HUD Required Characteristics

EZ-RRD assigns maximum value points to each HUD required characteristic. These value points represent the economic value for each characteristic. Section III of this Policy provides an explanation of how the value points are determined.

Value Point Level Applied to Each Characteristic

Each characteristic is assigned a value point level. Characteristics with higher levels have more impact on the actual rent. Level V has the highest number of potential value points. Level I have the lowest number of potential points.

Each level has a value point range. The actual number of value points assigned to a characteristic is determined by the description of each characteristic in a particular unit. For example, for the quality characteristic, a unit with high quality will receive more value points than a unit with fair quality. The table below provides value levels and point ranges.

Characteristic	Value Point Level	Value Point Range
Location	V	15-23
HQS Quality	IV	10-18
Utilities Provided by Owner	IV	0-18
Building Structure (Unit Type)	IV	10-18
Overall Unit Size	III	8-13
Number of Bedrooms	II	4-9
Number of Bathrooms	II	4-9
Age	II	4-9
Amenities	II	0-9
Maintenance	I	1-5
Housing Services	I	0-5

Implementation

Below are step by step procedures for performing each reasonable rent determination. These procedures include data entry into the web based EZ-RRD system and analysis performed by the system.

1. After the Agency Analyst enters the address for the Unit to be Assisted, EZ-RRD provides the

Agency Analyst with the option to select the best comparable units by filtering.

If the Agency does not filter, EZ-RRD will select the best comparable units from the database for the Agency's entire jurisdiction. If the Agency does not find it necessary to filter, the Agency Analyst skips this option.

However, some agencies may have large jurisdictions that are comprised of smaller geographic areas that have significantly different rental market values. These agencies may wish to filter to select the best comparable units only from within a specific smaller geographical area.

If filtering is utilized, a two-step process is required. First, the Agency Analyst selects the Filter Type from a drop-down menu. The Filter Type may be city, state, zip code, census tract, real estate code, neighborhood, custom 1 and custom 2. After selecting the filter type, the Agency Analyst mouse-clicks in the Filter To field. EZ-RRD displays all the filtering options within the selected type. The Agency Analyst then selects the desired option. For example, some agencies may be comprised of several cities with significant rental market value differences. When the Agency Analyst selects filtering by city, all cities with comparable units will be displayed. The Agency Analyst then selects the desired city.

2. The Agency Analyst enters an accurate description of the unit to be assisted for each required characteristic. The Agency is responsible for accurate data input for each characteristic for the unit to be assisted. The Agency is responsible to confirm the accuracy of the data provided by the Landlord for the required characteristics. To ensure that accurate descriptions are entered the definitions for each description are provided on the system under "Help Me Decide" for each characteristic. In addition, these definitions are provided on a laminated guide called EZ-RRD Rent Reasonableness Determination Steps. It is provided in the detailed Reasonable Rent User's Manual that is provided separate from this Policy.
3. Based on the descriptions entered into the EZ-RRD system, it assigns the appropriate values to each characteristic for the unit to be assisted.
4. EZ-RRD system totals the values of each characteristic for the unit to be assisted to obtain the unit's Total Value Points.
5. EZ-RRD system analyzes the Total Value Points and descriptions of all characteristics for both the unit to be assisted and the comparable unit database. It locates units with exact points and characteristics to use as comparable units.
6. If there is no exact match, EZ-RRD system will next select comparables based on the database search priorities listed on the following chart.

Database Search Priorities Chart

Priority #	Action
I	Exact match on all 9 required characteristics and total value points
II	Exact match to structure type, location, # of bedrooms, and same or similar total value points for all required characteristics
III	Exact match to location, # of bedrooms, and same or similar total value points for all required characteristics.

Through the above database search process, the three comparable units most similar to the unit to be assisted are selected.

7. EZ-RRD system then populates the Reasonable Rent Determination Report (hereafter called Report) with the characteristic descriptions and total value points for the unit to be assisted and each of three comparables. See sample Report below.

8. The EZ-RRD System analyzes the data for the Average Rents of Comparables, Average Value of Comparables, Unit to be Assisted Rent and Unit to be Assisted Value factors. Based on this analysis, EZ-RRD calculates the estimated reasonable market rent for the unit to be assisted. On the EZ-Reasonable Rent Determination Report, this figure is called Recommended Reasonable Rent.
9. On the top of the Report, EZ-RRD displays the following analysis data:
 - a. Average Rents of Comparables
 - b. Average Value of Comparables
 - c. Unit to be Assisted Rent
 - d. Unit to be Assisted Value
 - e. Recommended Reasonable Rent
10. The Agency Analyst reviews the five factors listed in the analysis data mentioned above. Based on this review, the Agency Analyst makes the final decision concerning reasonable rent. The Agency Analyst compares the Recommended Reasonable Rent figure with the Unit to be Assisted rent figure. Generally, if the Recommended Reasonable Rent figure is equal to or higher than the Unit to be Assisted rent, the Agency Analyst may determine the request rent to be reasonable. The Agency Analyst may then select “Yes” on the Report, print it, and secure it in the tenant file. EZ-RRD will automatically fill in the Analyst’s name and date of the determination.

Generally, if the Recommended Reasonable Rent figure is less than the Unit to Be Assisted rent, the Agency Analyst may determine the rent is not reasonable. The Agency Analyst may then select “No” on the Report, print it, and secure it in the tenant file. EZ-RRD will automatically fill in the Analyst’s name and date of determination.

If a Request for a Reasonable Accommodation is made, see Section IV- Compliance with Fair Housing Regulations in this Policy.

Sample Reasonable Rent Determination Report

A sample Reasonable Rent Determination Report is provided below. The Value Point level and the actual value assigned to each characteristic in this sample are also provided.

As needed an optional Reasonable Rent Determination Standard Deviation Adjusted Report showing standard deviation comparisons may be used. This optional report illustrates the results of standard deviation calculations for the characteristics of unit size, unit type, quality, and age if needed.

For illustration purposes only Red lettering does not appear on system-generated reports. Used here to illustrate values assigned.

EZ-Reasonable Rent Determination Report

Analysis Data:

Average Rent of Comparables:	\$1,289.67
Average Value of Comparables:	47
Unit To Be Assisted Rent:	\$900.00
Unit To Be Assisted Value:	47
Recommended Reasonable Rent:	\$1,289.67
The analysis of the above data shows the requested rent for the unit to be assisted to be reasonable?	Yes
If YES above, the Requested Rent is reasonable.	



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11/10/2015

Staff Person Name

Date

Unit To Be Assisted	Comp 1	Comp 2	Comp 3
Address	Address	Address	Address
123 Test Avenue Any City, TX *****	4232 Crumley Way Anytown, TX 95843	9361 Amethyst Way Anytown, TX 95824	918 Terrace Lane Anytown, TX 95832
User Defined	Census Tract	Census Tract	Census Tract
	74.06	93.08	95.03
Location **	Location **	Location **	Location **
Low Rent Area Level V-15	Low Rent Area Level V-15	Low Rent Area Level V-15	Low Rent Area Level V-15
Unit Size **	Unit Size **	Unit Size **	Unit Size **
Medium Level III-8	Medium Level III-8	Medium Level III-8	Medium Level III-8
Unit Type **	Unit Type **	Unit Type **	Unit Type **
Single Family Level IV-15	Single Family Level IV-10	Single Family Level IV-15	Single Family Level IV-10
Quality **	Quality **	Quality **	Quality **
Fair Level IV-14	Good Level IV-14	Good Level IV-12	Good Level IV-14
Age **	Age **	Age **	Age **
21-50 Years Level II-6	6-20 Years Level II-6	50+ Years Level II-6	6-20 Years Level II-4
Amenities **	Amenities **	Amenities **	Amenities **
Cable/internet ready, Covered and/or Off-street Parking, Hardwood Floors, Range, Refrigerator, Washer/Dryer Hookups Level II - 0	Cable/internet ready, Carpeting, Central A/C Unit, Covered and/or Off-street Parking, Dishwasher, Washer/Dryer Hookups, Other: Garage Level II-4	Cable/internet ready, Ceiling Fan, Central A/C Unit, Covered and/or Off-street Parking, Dishwasher, Garbage Disposal, Laundry Facilities, Range, Washer/Dryer Hookups, Working Fireplace, Other: Garage Level II-3	Cable/internet ready, Carpeting, Central A/C Unit, Covered and/or Off-street Parking, Dishwasher, Range, Washer/Dryer Hookups, Other: Garage Level II-3
Housing Services **	Housing Services **	Housing Services **	Housing Services **
No Services Level I-5	No Services Level I-0	No Services Level I-0	No Services Level I-0
Maintenance ** Level I-5	Maintenance ** Level I-2	Maintenance ** Level I-2	Maintenance ** Level I-2
Owner Provides Offsite Maintenance	Owner Provides Offsite Maintenance	Owner Provides Offsite Maintenance	Owner Provides Offsite Maintenance
Paid Utilities ** Level IV-0	Paid Utilities ** Level IV-0	Paid Utilities ** Level IV-6	Paid Utilities ** Level IV-6
Sewer, Trash Collection, Water	None	None	None
Bedrooms Level II-6	Bedrooms Level II-6	Bedrooms Level II-6	Bedrooms Level II-6
3 Bedrooms	3 Bedrooms	3 Bedrooms	3 Bedrooms
Bathrooms ** Level II-4	Bathrooms ** Level II-4	Bathrooms ** Level II-5	Bathrooms ** Level II-4
1 Bathroom	2 Bathrooms	2 Bathrooms	2 Bathrooms
Requested Rent	COL Rent	COL Rent	COL Rent
\$900.00	\$1,327.00	\$1,268.00	\$1,274.00
Value	Value	Value	Value
47	47	47	47
Date of Data	Date of Data	Date of Data	Date of Data
11/10/2015	10/01/2015	10/01/2015	08/01/2015

Although the EZ-Reasonable Rent Determination system is an aid to provide data and analysis, the Agency is solely responsible for the reasonable rent determination herein.

** Required in accordance with 24CFR§985.3(b)(3)(A)

III. EXPLANATION OF TYPES OF ANALYSIS USED IN THE PROCEDURES

The EZ-RRD system uses three basic methods of analysis. They are determining high, medium, and low Rental Market Values Areas, Assigning Value Points to Characteristics, and Standard Deviation calculation.

Determining High, Medium, and Low Rental Market Value Areas

High, medium, and low rental areas, or submarkets within the Agency's jurisdiction, are determined through a process called Value of the Unit's Location. EZ-RRD Analysts perform extensive economic research. This research identifies the value of rental property in all areas of the Agency's jurisdiction. This research entails examining many factors that affect property values and rental values within each submarket. These factors include but are not limited to census tract income levels, percent of population above or below poverty, median family income, renter occupied units, owner occupied units, percent of vacant units, median house age, crime statistics, public transportation, population impaction, community parks and other amenities, hospitals, airports, recreational facilities, waterfront access, recent real estate developments, etc.

These factors are used to evaluate the comparable units or the unit to be assisted as well as the immediate three to four block area surrounding each comparable unit and unit to be assisted to assign a high, medium, or low rental market value rating to each comparable unit and each unit to be assisted.

The high rental market value area consists of luxury communities in the most favorable locations. These communities are usually newer construction and may have additional community/association amenities such as recreational facilities or be on a waterfront. Individual properties may include state of the art systems, modern appliances, and/or superior quality finishes.

A medium rental market value area is considered an average neighborhood or intermediate community. These areas are slightly less favorable than the luxury areas. These communities may include newer, larger homes and may include quality finishes. These areas may have additional amenities such as a fitness center, swimming pool, and recreational courts. Properties would contain adequate systems and appliances.

The lower rental market value area is a below average neighborhood, ranging from minimal to depleted or impoverished areas. Minimal communities often include older, smaller homes in good condition (that would be considered starter homes if being purchased). They may also include buildings in poor condition that have been abandoned or vandalized. These neighborhoods may have community parks and swimming pools.

Assigning Value Points to Characteristics

The value for each characteristic is based upon the economic research for the Agency's jurisdiction described above. In addition, it is based on several years of rental market research using an enormous, national, unassisted rental market unit sampling. Each HUD required characteristic was individually analyzed to represent its contribution accurately to the unit's total rental value. The specific values used are proprietary and cannot be disclosed.

For example, the Agency gives the highest weight to location. Higher weights are also given to utilities paid for by the landlord, quality, and unity type. The lowest value are given to maintenance services.

The value points for each characteristic are added for each unit to become the Total Value Point rating. This rating represents the unit's actual rental value. The Total Value Points for the unit to be assisted are compared with the Average Total Value Points for the three comparable units during the reasonable rent determination process. This process is illustrated on the sample Reasonable Rent Report provided above.

This methodology is also supported by the Housing Choice Voucher Program HUD Guidebook. This Guidebook refers to the Point and Dollars per Feature System.

Standard Deviation Calculations

The EZ-RRD system uses the standard deviation procedure to compare differing characteristics between the unit to be assisted and the comparable units. Standard Deviation uses the value points assigned to each characteristic to calculate the appropriate rent for units having different characteristics. The following examples illustrate how the EZ-RRD system applies the standard deviation calculation.

1. The high quality characteristic has a value of 16 points. The fair quality characteristic has a value of 13 points, a 19% difference ($16 - 13 = 3$ point difference; $3 \text{ points} \div 16 \text{ points} = 19\%$). If the other characteristics are the same and if the high quality unit rents for \$1,000, the fair quality unit should rent at \$810 or 19% less.
2. The single family structure type characteristic has a value of 18 points. The garden/walkup structure type characteristic receives 15 points or 17% less. If the other characteristics are the same, and the single family unit rents for \$1,200, the garden/walkup unit should rent for \$996, or 17% less.

The above calculation is made for each characteristic with different descriptions during each reasonable rent determination. The results of these standard deviation calculations are presented in the Total Value Points. For example, using the sample Reasonable Rent Determination above, the following Total Value Points and rents were listed.

Average Total Value Points of Comparables:	78
Average Rents of Comparables:	\$738
Total Value Points of Assisted Unit:	78
Requested Rent of Assisted Unit:	\$925

After applying the standard deviation calculations, this system determined that the average comparable units and the unit to be assisted had the same total value. As the requested rent for the unit to be assisted unit is higher than the average of the comparable units, the requested rent is not reasonable.

IV. COMPLIANCE WITH FAIR HOUSING REGULATIONS

The Agency will ensure the reasonable rent determination process is not utilized to violate anyone's fair housing rights. To accommodate a request for a reasonable accommodation, the Agency recognizes the Fair Housing regulations are more strict than the reasonable rent regulations. Therefore, the fair housing regulations will take precedence.

A participant may make a request for a reasonable accommodation when the EZ-RRD Report shows the rent is not reasonable or when the rent is so high the Participant would pay more than 40% of their monthly adjusted income toward the rent (24 CFR Part 982.508 – Maximum Family Share at Initial Occupancy). The Agency will take reasonable internal and external administrative remedies to grant regulatory acceptable requests for a reasonable accommodation when said requests are received.

Internal administrative remedies are efforts completely within the Agency's control. As needed, the internal administrative remedies described below will be considered.

As a reasonable accommodation, the Agency may give a higher rating to four of the required reasonable rent characteristics as described below. These higher ratings may result in a higher total value of the unit to be assisted, and thus enable the EZ-RRD software to identify comparable units that may justify a higher rent.

Concerning the location characteristic, the staff should review the definitions for the rental market value area to be sure the most accurate rental market value area is being considered for the unit to be assisted.

Concerning the quality characteristic, the Agency may give a unit with features that address a specific disability an “Excellent” quality rating.

Concerning the amenities characteristic, the actual features that address a disability are considered amenities. The Agency may select the “Handicap Accessible” amenity and add one additional amenity in “Other.”

Concerning the landlord provided services characteristic, if the unit has services that aid people with disabilities, such as transportation, extra security, meals and package handling, the Agency can select “Landlord Provided Services.”

When the request for a reasonable accommodation concerns the 40% of the Monthly Adjusted Income (MAI) rule, the Agency may consider the internal administrative remedy of using a payment standard of 120% of the Fair Market Rent for specific unit and participant in question (24 CFR 982.503 b (1).(v)). The Agency does not need the HUD approval for this action. The higher payment standard may bring the tenant’s rent share to under 40% of MAI thus allowing the Agency to approve the requested rent.

External administrative remedies involve efforts by the Agency and HUD. If the requested gross rent for a unit at initial occupancy exceeds the payment standard, and the tenant would pay more than 40% of their monthly adjusted income for rent, the Agency may request a waiver from HUD for the regulation of 24 CFR Part 982.508- Maximum Family Share at Initial Occupancy. The waiver request would be to allow the family to pay more than 40% of their monthly adjusted income for rent.

As needed, another external administrative remedy the Agency will consider is to request a waiver from HUD from regulation at 24 CFR Part 982.507 Rent to Owner’s Reasonable Rent. This waiver request would be to approve the rent for the unit in question even though it is not reasonable. (This section subject to change if cited regulations are changed or updated.)

V. AGENCY STAFF TRAINING

As new analysts and new supervisors are appointed, they will undergo training concerning the reasonable rent requirements and the EZ-RRD system. This training will include a review of:

- 24 CFR Section 982.507 Rent to Owner: Reasonable Rent
- 24 CFR Section 985.3 (b) Reasonable Rent
- HUD Housing Choice Voucher Program Guidebook Chapter 9
- Reasonable Rent Policy
- EZ-RRD Procedures

The Analyst performing reasonable rent determinations will demonstrate proficiency for correctly performing the reasonable rent determination.

VI. AGENCY INTERACTION WITH LANDLORDS

Owner/Agent Relations

The owner/agent will be advised by accepting each monthly housing assistant payment he/she will be certifying that:

- The Rent to Owner is not more than rent charged by the owner/agent for comparable unassisted units in the premises.

- The assisted family is currently occupying the unit and the assisted family is not in violation of lease obligations.

Owner/Agent Negotiations

If owners object to the approved rent, they may submit all HUD required comparable data for at least three unassisted units. The data will be confirmed by the Agency and added to the existing comparable units database. The Agency will then run a new determination.

VII. AGENCY-OWNED UNITS

Local government or independent entities (approved by HUD) must perform rent reasonableness determinations for Agency owned units leased by voucher holders. In these cases, the following arrangements may be made:

- The Authority may pay expenses associated with this service.
- The Authority may use administrative fee income to compensate the independent agencies for their services.
- The family cannot be charged for these services.

VIII. COLLECTION OF UNASSISTED COMPARABLE UNITES

Data for comparable units may be collected from the following sources:

- Onsite visits
- Real estate, Landlord/real estate investor groups, property managers
- Any publication with real estate ads
- Available Census Reports for the most recent years
- Various Internet sources
- Multiple Listing Services
- Newspaper ads followed by owner/agent interviews
- Owner/Agent questionnaires
- Apartment and home rental guides
- Fair Housing groups
- Government sources
- Other methods

IX. CALCULATION OF THE RECOMMENDED REASONABLE RENT

The EZ-RRD System automatically calculates the Recommended Reasonable Rent figure and prints that figure on the EZ-Reasonable Rent Determination Report (RRD). The Recommended Rent figure is determined through two automated calculations. First, The Average Rents of Comparables is divided by the Average Value of Comparables to obtain the average dollar value per value point of the comparable units. Second, this average dollar value is multiplied by the unit to be assisted value points to obtain the recommended rent.

The staff person performing the RRD compares the Recommended Reasonable Rent figure with the Unit to be Assisted Rent figure. If the recommended rent is equal or higher than the unit to be assisted rent, the requested rent is reasonable. The staff person marks “YES” on the RRD.

If the Recommended Rent is lower than the Unit to be Assisted rent, the requested rent is not reasonable. The staff checks “NO” on the RRD and follows the process for unreasonable rent requests.

D. RENT LIMITATIONS [24 CFR 982.507]

By accepting each monthly housing assistance payment from GDPM, the owner certifies that the rent to owner is not more than rent charged by the owner for comparable unassisted units in the premises. The owner is required to provide GDPM with information requested on rents charged

by the owner on the premises or elsewhere.

At all times during the tenancy, the rent to owner may not be more than the most current reasonable rent determined by GDPM.

E. DISAPPROVAL OF PROPOSED RENT [24 CFR 982.502]

If any of the programs, if the proposed rent is not reasonable, at the family's request, GDPM will negotiate with the owner to reduce the rent to a reasonable rent. If the rent is not affordable because the family share would be more than 40% of the family's monthly adjusted income, GDPM will negotiate with the owner to reduce the rent to an affordable rent for the family.

At the family's request, GDPM will negotiate with the owner to reduce the rent or include some or all of the utilities in the rent to owner.

If the rent can be approved after negotiations with the owner, GDPM will continue processing the Request for Tenancy Approval and lease. If the revised rent involves a change in the provisions utilities, the original RTA will be noted with discussed changes and initialed and dated by staff member.

If the owner does not agree on the rent to owner after GDPM has tried and failed to negotiate a revised rent, GDPM will inform the family and owner that the lease is disapproved.

F. CONTRACT EXECUTION PROCESS [24 CFR 982.305(c)]

Prior to HAP Contract execution, GDPM will reconfirm the family's composition and critical information about income and allowances.

If significant changes have occurred, the information will be verified and the Total Tenant Payment will be recalculated. GDPM will not re-verify information or recalculate the Total Tenant Payment merely because previous verification is more than 60 days old, in this situation.

If circumstances have not changed (according to the family), GDPM need not obtain new verification are man than 60 days old.

GDPM prepares the Housing Assistance Contract and lease for execution. The family and the owner will execute the lease agreement, and the owner and GDPM will execute the HAP contract. Copies of the documents will be furnished to the parties who signed the respective documents. GDPM will retain a copy of all signed documents.

GDPM makes every effort to execute the HAP contract before the commencement of the lease term. The HAP contract may not be executed more than 60 days after commencement of the lease term and no payments will be made until the contract is executed.

The following GDPM representative(s) is/are authorized to execute a contract on behalf of GDPM: Manager, Section 8 Administration, or Leasing Supervisor.

Owners must provide an employer identification number or social security number.

Owners must also submit proof of ownership of the property, such as a grant deed or tax bill, a copy of the management agreement if the property is managed by a management agent, and proof of LLC paperwork.

Unless their lease was effective prior to June 17, 1998, a family may not lease properties owned by a parent, child, grandparent, grandchild, sister or brother of any family member. GDPM will waive this restriction as a reasonable accommodation for a family member who is a person with a disability.

Chapter 14

OWNER PAYMENTS AND UTILITY ALLOWANCE

[24 CFR 982.502, 982.503, 982.504, 982.505]

INTRODUCTION

The policies in this chapter reflect the amendments to the HUD regulations, which were implemented by the Quality Housing and Work Responsibility Act of 1998 for the Section 8 Tenant-Based Assistance Program. These amendments became effective on October 1, 1999, which is referred to as the "merger date". These amendments complete the merging of the Section 8 Certificate and Voucher Programs into one program, called the Housing Choice Voucher Program.

All Section 8 participant families have been transitioned to the Housing Choice Voucher Program on or before October 1, 2001. Rent calculation methods for the Housing Choice Voucher Program are described at 24 CFR 982.505. The rent calculation formula is specific and is not subject to interpretation.

This chapter explains GDPM's procedures for payments to owners, adjustments to the payment standards, and rent adjustments.

A. RENT TO OWNER IN THE HOUSING CHOICE VOUCHER PROGRAM

The rent to owner is limited only by rent reasonableness. GDPM must demonstrate that the rent to owner is reasonable in comparison to rent for other comparable unassisted units.

The only other limitation on rent to owner is the maximum rent standard at initial occupancy (24 CFR 982.508). At the time a family initially receives tenant-based assistance for occupancy of a dwelling unit, whether it is a new admission or a move to a different unit, if the gross rent for the unit exceeds the applicable payment standard for the family, the family share may not exceed 40 percent of the family's monthly adjusted income.

During the initial term of the lease, the owner may not raise the rent to owner.

B. MAKING PAYMENTS TO OWNERS [24 CFR 982.451]

Once the HAP contract is executed, GDPM begins processing payments to the landlord. A HAP Register will be used as a basis for monitoring the accuracy and timeliness of payments. Changes are made automatically to the HAP Register for the following month. Checks are disbursed by the Financial Management Department] to the owner each month. Checks may not be picked up by owner at GDPM. Checks will only be disbursed on the first and the fifteenth of the month.

Exceptions may be made with the approval of the Manager, Section & Administration and Chief Financial Officer.

Proposed: Change

Once the HAP contract is executed, GDPM begins processing payments to the landlord.

A HAP Register will be used as a basis for monitoring the accuracy and timeliness of payments. Changes are made automatically to the HAP Register for the following month. Automatic deposits are disbursed by the Financial Management Department to the owner each month. Checks may not be picked up by owner at GDPM. Automatic deposits will only be disbursed on the first and the fifteenth of the month. Exceptions may be made with the approval of the Director Section 8 Administration, and Chief Financial Officer.

Checks that are not received will not be replaced until a stop payment has been put on the check.

Excess Payments

The total of rent paid by the tenant plus GDPM housing assistance payment to the owner may not be more than the rent to owner. The owner must immediately return any excess payment to GDPM.

Owners who do not return excess payments will be subject to penalties as outlined in the "Owner or Family Debts to GDPM" chapter of this Administrative Plan.

Late Payments to Owners

GDPM will pay a late fee equal to the late fee stated in the lease agreement to the owner for housing assistance payments that are not mailed to the owner within one business day of verification that HUD funds have been deposited in GDPM's bank account, if requested by the owner.

Proof of "Mailed to" date will be the postmark from the Post Office.

To assist GDPM in its outreach efforts to owners, and to provide better customer service, GDPM will make automatic monthly HAP deposits into the bank account of the owner. All owners must participate in the automation direct deposit program

GDPM will not be obligated to pay any late payment penalty if HUD determines that late payment is due to factors beyond GDPM's control, such as a delay in the receipt of program funds from HUD. GDPM will use administrative fee income or the administrative fee reserve as its only source for late payment penalty.

GDPM will not use any program funds for the payment of late fee penalties to the owner.

D. PAYMENT STANDARDS FOR THE VOUCHER PROGRAM [24 CFR 982.503]

GDPM has adopted a payment standard schedule that establishes voucher payment standard amounts by unit size for each FMR and SAFMR area in GDPM's jurisdiction. The Payment Standard is used to calculate the housing assistance payment for a family. In accordance with HUD regulation, and at GDPM's discretion, the Voucher Payment Standard amount is set by GDPM between 90 percent and 110 percent of the HUD published SAFMR. This is considered the basic range. GDPM reviews the appropriateness of the Payment Standard annually when the SAFMR is published. In determining whether a change is needed, GDPM will ensure that the Payment Standard is always within the range of 90 percent to 110 percent of the new SAFMR, unless an exception payment standard has been approved by HUD.

GDPM may approve a higher payment standard within the basic range up to 120% of the SAFMR if required as a reasonable accommodation for a family that includes a person with disabilities.

Small Area Fair Market Rent (SAFMRs)

Small Area Fair Market Rents (SAFMRs) are Fair Market Rents (FMRs) calculated at the ZIP code level rather than for the entire metropolitan area. SAFMRs are designed to help families access low-poverty, high-opportunity areas by offering rental assistance that matches the local market rent, making housing in these neighborhoods more affordable for families. The PHA has been designated by HUD as an SAFMR PHA and, in accordance with 24 CFR 888.113(c)(3), is required to implement SAFMR-based payment standards no later than January 1, 2025.

SAFMRs will apply to all tenant-based vouchers in the PHA's jurisdiction, including special vouchers such as the Veterans Affairs Supportive Housing (HUD-VASH) Program, the Family Unification Program (FUP), and special housing types such as Single Room Occupancies (SROs) and homeownership vouchers. A family that will be affected by a payment standard reduction must receive a written notice twelve months before the effective date of the reduced payment standard. The PHA may, without HUD approval, establish an exception payment standard of up to and including 120% of the SAFMR if required as a reasonable accommodation for a family that includes a person with a disability (or, in the case of HUD-VASH, up to 140% of the SAFMR). The PHA may request HUD approval to establish a payment standard exceeding 120% of the SAFMR (or 140% in the case of HUD-VASH), if necessary, as a reasonable accommodation for such a family.

PHA Policy

The PHA will establish payment standards for each ZIP code or groups of ZIP codes in its jurisdiction to ensure they are between the 90–110% basic range of the SAFMR or any exception payment standard, if applicable. If the amount on the payment standard schedule is decreased while the family continues to reside in the assisted unit, the payment standard in effect as of the recertification prior to the decrease will remain in place. The payment standard shall be frozen at this level until such time as

one of the following occurs:

- The payment standard is equal to or above the frozen level
- The family moves SAFMR Sample Admin Plan Language: Hold Harmless
- A change in household composition requires a change in payment standard at the next annual reexamination

The PHA will not apply SAFMRs to the Project-Based Voucher (PBV) Program but will apply the Metropolitan Area Fair Market Rents (MAFMRs) to the PBV Program. All PBV rents are subject to rent reasonableness, the PHA's PBV Program policies elsewhere in this plan, and any other rent-setting requirements in accordance with 24 CFR 983.301 and other applicable rules and regulations.

E. ADJUSTMENTS TO PAYMENT STANDARDS [24 CFR 982.503]

Payment Standards may be adjusted, within HUD regulatory limitations, to increase Housing Assistance Payments in order to keep families' rents affordable. GDPM will not raise Payment Standards solely to make "high end" units available to Voucher holders. GDPM may use some or all of the measures below in making its determination whether an adjustment should be made to the Payment Standards.

Assisted Families' Rent Burdens

GDPM will review its voucher payment standard amounts at least annually to determine whether more than 40 percent of families in a particular unit size are paying more than 40% of their annual adjusted income for rent.

If it is determined that particular unit sizes in GDPM's jurisdiction have payment standard amounts that are creating rent burdens for families, GDPM will modify its payment standards for those particular unit sizes.

Quality of Units Selected

GDPM will review the quality of units selected by participant families when making the determination of the percent of income families are paying for housing, to ensure that Payment Standard increases are only made when needed to reach the mid-range of the market.

PHA Decision Point

GDPM will review the average percent of income of families on the program. If more than (percent - 25%) of families are paying more than 30% of monthly adjusted income, GDPM will determine whether there is a difference by voucher size, whether families are renting units larger than their voucher size, and whether families are renting units which exceed HUD's HQS and any additional standards added by GDPM in the Administrative Plan.

If families are paying more than 40% of their income for rent due to the selection of larger bedroom size units or luxury units, GDPM may decline to increase the payment standard. If these are not the primary factors for families paying higher rents, GDPM will continue increasing the payment standard.

Rent to Owner Increases

GDPM may review a sample of the units to determine how often owners are increasing rents and the average percent of increase by bedroom size.

Time to Locate Housing

GDPM may consider the average time period for families to lease up under the Voucher program. If more than 50% of Voucher holders are unable to locate suitable housing within the term of the voucher and GDPM determines that this is due to rents in the jurisdiction being unaffordable for families even with the presence of a voucher the Payment Standard may be adjusted.

Lowering of the Payment Standard

Lowering of the FMR may require an adjustment of the Payment Standard. Additionally, statistical analysis may reveal that the Payment Standard should be lowered. In any case, the Payment Standard will not be set below 90 percent of the FMR without authorization from HUD.

Financial Feasibility

Before increasing the Payment Standard, GDPM may review the budget to determine the impact projected subsidy increases would have on funding available for the program and number of families served.

For this purpose, GDPM will compare the number of families who could be served under a higher Payment Standard with the number assisted under current Payment Standards.

File Documentation

A file will be retained by GDPM for at least three years to document the analysis and findings to justify whether or not the Payment Standard was changed.

F. **OWNER PAYMENT IN THE HOUSING CHOICE VOUCHER PROGRAM**

[(24 CFR 982.308(g)]

The owner is required to notify GDPM, in writing, at least sixty days before any change in the amount of rent to owner is scheduled to go into effect. Any requested change in rent to owner will be subject to rent reasonableness requirements. See 24 CFR 982.503.

G. **CHANGE OF OWNERSHIP**

GDPM will process a change of ownership only upon the request of the previous owner

GDPM must receive a written request by the owner in order to make changes regarding who is to receive GDPM's rent payment and the address at which payment is to be sent by completing a Transfer of Ownership form provided by GDPM and only if accompanied by a copy of the Recorded Grant Deed showing the transfer of title and the Tax Identification Number of the corporation or the Social Security number if the owner is an individual, not a corporation.

The Transfer form will require the signature(s) of the previous owner(s) as well as the new owner(s).

GDPM will update its files and records to reflect the new information received.

Chapter 15

REEXAMINATIONS, INTERIMS, ANNUAL / BIENNIAL INSPECTIONS, RENT ADJUSTMENTS BY OWNERS

[24 CFR 982.516]

INTRODUCTION

In accordance with HUD requirements, GDPM will reexamine the income and household composition of all families at least annually. Families will be provided accurate annual and interim rent adjustments. Recertifications and interim examinations will be processed in a manner that ensures families are given reasonable notice of rent increases. All annual activities will be coordinated in accordance with HUD regulations. It is a HUD requirement that families report all changes in household composition. This Chapter defines GDPM's policy for conducting annual recertifications and coordinating annual activities. It also explains the interim reporting requirements for families, and the standards for timely reporting.

A. **ANNUAL ACTIVITIES** [24 CFR 982.516, 982.405]

There are two activities GDPM must conduct on an annual basis. These activities will be coordinated whenever possible:

Recertification of income and family composition

HQS inspection (MAY BE COMPLETED BIENNIALLY)

Contract rent adjustment by owner, if requested

GDPM produces a monthly listing of units under contract to ensure that timely reviews of contract rent, allowances for utilities and other services, housing quality and reexamination of the family's income and composition. Annual re-certifications for mid-month move-ins (ex: September 15) will be conducted no later than the following year by the first of the move in month (ex: September

B. **ANNUAL RECERTIFICATION/REEXAMINATION** [24 CFR 982.516]

Families are required to be recertified at least annually. Families will be requested to provide information on income, assets, allowances, deductions and family composition at least annually.

GDPM has established a total non-enforcement policy with regard to family's that exceed the asset limitation rules. This policy will apply to all families within the HCV Program. (Although GDPM has established a total non-enforcement policy, GDPM is still required to calculate net family assets in the manner required by 24 CFR 5.603 as part of the process of calculating annual income in accordance with 24 CFR 5.609 in the course of calculating net family assets. Thus, GDPM must still determine

whether the family owns real property that must be included in the net family assets)².

² *GDPM has discretion to adopt a total non-enforcement policy, a limited enforcement policy or an enforcement policy. For current participants, GDPM will implement a total non-enforcement policy.*

Reexamination Notice to the Family

GDPM will maintain a reexamination tracking system and the household will be notified by mail of the date and time for their interview at least 120 days in advance of the anniversary date. If requested as an accommodation by a person with a disability, GDPM will provide the notice in an accessible format. GDPM will also mail the notice to a third party, if requested as reasonable accommodation for a person with disabilities. These accommodations will be granted upon verification that they meet the need presented by the disability.

Procedure

GDPM's procedure for conducting annual recertifications will be to schedule the date and time of the appointment and mail a notification to the family (with a copy to the owner of the property). GDPM has established appropriate recertification procedures necessary to ensure that the income data provided by families is complete and accurate. Reexaminations will be conducted in a group briefing. An application form (such as a Personal Declaration Form) will be given to the participant to complete at the briefing. The participant will be instructed to fill out the application form and the authorizations for third party documents that support the information in the form.

GDPM will also review with the family the following:

- Family obligations under the program

- HUD Form 9226 -Authorization for the Release of Information

- Information regarding lead-based paint

Persons with Disabilities

Persons with disabilities who are unable to come to GDPM's office and anyone over the age of 62 will be granted an accommodation by conducting the reexamination briefing at the person's home. This briefing will be done by the Housing Inspector at the same time the housing quality inspection will be completed.

Requirements to Attend

The head of household and/or spouse and/or co-head will be required to attend the recertification interview:

If the head of household/spouse/co-head are unable to attend the interview the appointment will be reschedule.

Failure to Respond to Notification to Recertify

The family may call to request another appointment date. If the family does not appear for the recertification interview, and has not rescheduled or made prior arrangements with GDPM, GDPM will reschedule a second appointment.

If the family fails to appear for the second appointment, and has not rescheduled or made prior arrangements, GDPM will send family notice of termination and offer them an informal hearing.

Exceptions to these policies may be made by the Recertification Supervisor, Assistant Manager or Manager, HCV Administration if the family is able to document an emergency situation that prevented them from canceling or attending the appointment or if requested as a reasonable accommodation for a person with a disability.

Documents Required From the Family

In the notification letter to the family, GDPM will include instructions for the family to bring name and address information for all household income, assets and deductions/allowances.

Verification of Information

GDPM will follow the verification procedures and guidelines described in chapter 9 of this Plan. Verifications for reexaminations must be less than 120 days old.

Tenant Rent Increases

If tenant rent increases, a thirty-day notice is mailed to the family prior to the scheduled effective date of the annual recertification.

If less than thirty days are remaining before the scheduled effective date of the annual recertification, the tenant rent increase will be effective on the first of the month following the thirty-day notice.

If there has been a misrepresentation or a material omission by the family, or if the family causes a delay in the reexamination processing, there will be a retroactive increase in rent to the scheduled effective date of the annual recertification.

Tenant Rent Decreases

If tenant rent decreases, it will be effective on the anniversary date.

If the family causes a delay so that the processing of the reexamination is not complete by the anniversary date, rent change will be effective on the first day of the month following completion of the reexamination processing by GDPM.

Completion of Annual Recertification

GDPM will have all recertifications for families completed before the anniversary date. This includes notifying the family of any changes in rent at least 30 days before the scheduled date of the change in family rent.

C. REPORTING INTERIM CHANGES [24 CFR 982.516]

Program participants must report all changes in household composition to GDPM between annual reexaminations. This includes additions due to birth, adoption and court-awarded custody.

The family must obtain GDPM approval prior to all other additions to the household. In determining if an increase in household can be approved, GDPM will take into consideration the following:

Does the addition result in overcrowding according to the subsidy standards?

Does this addition to the household require approval for a larger certificate/voucher size?

By adding this person to the household, does this family still qualify to live in the unit - would the unit be overcrowded with the addition of this person?

Does this person have any violent criminal or drug-related criminal activity? Has this person been evicted from public housing or HCV housing in the past?

Has this person been part of a family whose assistance has been terminated under the Certificate or Voucher Program?

Does this person currently owe rent or other amounts to GDPM or to another Housing Authority in connection with HCV or public housing assistance under the 1937 Act?

Has this person engaged in or threatened abusive or violent behavior toward GDPM personnel?

Is this person a registered sex offender?

If all these areas have been considered and the answer to all are "no", the requested family member can be added, keeping in mind the definition of family located in chapter 4 of this plan. The above questions would also be used in determining whether approval can be given for foster care children.

If any new family member is added, family income must include any income of the new family member. GDPM will conduct a reexamination to determine such additional income and will make the appropriate adjustments in the housing assistance payment and family unit size.

The U.S. citizenship/eligible immigrant status of additional family members must be declared and verified as required at the first interim or regular recertification after moving into the unit.

Visitors:

Visitors are allowed to stay for up to 15 consecutive calendar days and up to 30 days in a calendar year under the typical lease. Visitors are not members of the family. If the person is a visitor and does not intend to become a "permanent" member of the family, GDPM does not have to consider this a change in family composition.

Visitors who stay longer than the specified period must have written permission of the landlord with a copy to GDPM. Any adult visitor who has been in the unit more than 30 days (construed as overnight stays) in a 12-month period will be considered to be living in the unit as a household member, with the owner's permission.

Acceptable proofs of a different location as his/her permanent residence are included in Chapter 9. Verification.

Minors and college students who were part of the family but who not live away from home during the school year and are not considered members of the household may visit for up to 150 days per year without being considered members of the household, as long as their have written permission of the owner/manager to stay longer than 30 days.

In addition, in a joint custody arrangement, if the minor is in the household less than 184 days per year, the minor will be considered to be an eligible visitor and not a family member.

Interim Reexamination Policy

1. Participants are required to report all changes in family income, composition or status to GDPM within 10 calendar days⁵ of the occurrence. Failure to report is a program violation and may result in termination from the program, even if reporting would not result in a change in rent. Further, failure to report within the 10 calendar days may result in a retroactive rent increase, but not a retroactive credit or rent reduction. In order to qualify for rent reductions, residents must report income decreases promptly. Residents are also required to report interim increases in income if they have been granted interim rent reductions or have previously reported zero income⁶.
2. GDPM is not required to perform interim rent adjustments GDPM believes the difference in a family's annual income (either an increase or a decrease) will amount to a difference of less than 10%.
3. Typically, GDPM will not perform an interim adjustments in the last 3 months before a family's annual or biennial reexamination. If failing to perform an interim adjustment will

⁵ GDPM has the discretion to define "reasonable time". Here, "reasonable time" is 10 days.

⁶ GDPM has the discretion to allow retroactive rent decreases due to late reporting. We chose not to allow this unless it creates a hardship.

make it impossible for a family to pay rent, GDPM may conduct the interim adjustment in the last 3 months before the reexamination⁷.

4. GDPM wishes to encourage families to improve their economic circumstances, so some changes in family income between reexaminations will not result in a rent change. PHA will process interim changes in rent in accordance with the chart below:

INCOME CHANGE	PHA ACTION
(a) Decrease in income for any reason, <u>except</u> for decrease that lasts less than 30 days, is subject to Imputed Welfare Income rules ⁸ , or will decrease annual income by less than 10 percent.	Process interim rent reduction if income decrease will last more than 30 days, is not subject to Imputed Income rules or is more than 10 percent of annual income. 24 CFR § 5.609
(b) Increase in verified family deductions	Process interim rent reduction if income decrease will last more than 30 days and reduces adjusted income by more than 10 percent. 24 CFR § 5.609
(c) Increase in income following PHA granting interim rent decrease.	Process interim rent increase for income increases after interim rent reductions.
(d) Increase in earned income from the employment of a current household member.	Defer rent increase until next regular reexam unless the family has had an interim rent reduction in the reexam period. 24 CFR§ 960.255
(e) Increase in unearned income (e.g., COLA adjustment for social security).	Defer rent increase to the next regular reexam unless the increase is more than 10 percent of annual income.
INCOME CHANGE	PHA ACTION
(f) Increase in income because a person with income (from any source) joins the household	Conduct an Interim Redetermination of the family's income and raise the rent.
(g) Increase in income because Tenant misrepresented income or deductions.	Conduct an Interim Redetermination of the family's income and raise the rent retroactively to the date of the misrepresentation or terminate the lease.
(h) Increase in monetary or non-monetary income after Resident claims zero income	Process an interim rent increase.

⁷ GDPM has the discretion to decline to do interim adjustments in the last 3 months before a family's annual or biennial reexamination.

⁸ Decreases in welfare income resulting from welfare fraud or from cuts for failure to comply with economic self-sufficiency requirements are not eligible for rent reductions (24 CFR § 5.615).

PHA Errors (15-5)

If GDPM makes a calculation error at admission to the program or at an annual reexamination, an interim reexamination will be conducted, if necessary, to correct the error, but the family will not be charged retroactively. Families will be given decreases, when applicable, retroactive to when the decrease for the change would have been effective if calculated correctly.

De minimis errors occur when a GDPM's determination of a family's income deviates from the correct income determination by no more than \$30 per month in monthly adjusted income (or \$360 in annual adjusted income). HUD may revise the amount of de minimis error through rule-making.

Once GDPM becomes aware of the existence of an income calculation error, the error(s) will be corrected retroactive to the effective date of the action resulting in an error regardless of the dollar amount associated with the error. Families will not be required to repay GDPM in instances where GDPM miscalculated income resulting in a family being undercharged for rent. Once GDPM becomes aware of the error the family will be provided with a 30-day notice of the increase to their rent portion.

GDPM will take corrective action to credit or repay a family if the family was overcharged tenant rent, including de minimis errors, in the income determination.

PHA Errors

If GDPM makes a calculation error at admission to the program or at an annual reexamination, an interim reexamination will be conducted, if necessary, to correct the error, but the family will not be charged retroactively. Families will be given decreases, when applicable, retroactive to when the decrease for the change would have been effective if calculated correctly.

De minimis errors occur when a GDPM's determination of a family's income deviates from the correct income determination by no more than \$30 per month in monthly adjusted income (or \$360 in annual adjusted income). HUD may revise the amount of de minimis error through rule-making.

Once GDPM becomes aware of the existence of an income calculation error, the error(s) will be corrected retroactive to the effective date of the action resulting in an error regardless of the dollar amount associated with the error. Families will not be required to repay GDPM in instances where GDPM miscalculated income resulting in a family being undercharged for rent. Once GDPM becomes aware of the error the family will be provided with a 30-day notice of the increase to their rent portion.

GDPM will take corrective action to credit or repay a family if the family was overcharged tenant rent, including de minimis errors, in the income determination.

D. OTHER INTEIUM REPORTING ISSUES

An interim reexamination does not affect the date of the annual recertification. An interim reexamination will be scheduled for families with zero income every 90 days.

INCOME CHANGES RESULTING FROM WELFARE PROGRAM REQUIREMENTS

[24 CFR 5.615]

GDPM will not reduce the family share of rent for families whose welfare assistance is reduced due to a "specified welfare benefit reduction," which is a reduction in benefits by the welfare agency specifically because of:

Fraud in connection with the welfare program, or

Noncompliance with a welfare agency requirement to participate in an economic self sufficiency program.

However, GDPM will reduce the rent if the welfare assistance reduction is a result of: The expiration of a lifetime time limit on receiving benefits, or

A situation where the family has complied with welfare program requirements but cannot or has not obtained employment, or

A situation where a family member has not complied with other welfare agency requirements.

Definition of Covered Family

A household that receives benefits for welfare or public assistance from a State or public agency program which requires, as a condition of eligibility to receive assistance, the participation of a family member in an economic self-sufficiency program.

Definition of "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 included in the family's income for purposes of determining rent.

The amount of imputed welfare income is determined by GDPM, based on written information supplied to GDPM by the welfare agency, including:

The amount of the benefit reduction

The term of the benefit reduction

The reason for the reduction

Subsequent changes in the term or amount of the benefit reduction

The family's annual income will include the imputed welfare income, as determined at the family's annual or interim reexamination, during the term of the welfare benefits reduction (as specified by the welfare agency).

The amount of imputed welfare income will be offset by the amount of additional income the family receives that commences after the sanction was imposed. When additional income from other sources is at least equal to the imputed welfare income, the imputed welfare income will be reduced to zero.

If the family was not an assisted resident when the welfare sanction began, imputed welfare income will not be included in annual income.

If the family claims the amount of imputed welfare income has been calculated incorrectly, the [Recertification Specialist] will review the calculation for accuracy. If the imputed welfare income amount is correct, GDPM will provide a written notice to the family that includes:

A brief explanation of how the amount of imputed welfare income was determined;

A statement that the family may request an informal hearing if they do not agree with GDPM determination.

Verification Before Denying a Request to Reduce Rent

GDPM will obtain written verification from the welfare agency stating that the family's benefits have been reduced due to fraud or noncompliance with welfare agency economic self-sufficiency or work activities requirements *before* denying the family's request for rent reduction.

GDPM will rely on the welfare agency's written notice to GDPM regarding welfare sanctions.

Cooperation Agreements [24 CFR 5.613]

GDPM will execute a Cooperation Agreement with the local welfare agency under which the welfare agency agrees to provide written verification to GDPM concerning welfare benefits for applicant and participant families, and specified reduction in welfare benefits for a family member, listing: amount of reduction; reason for reduction; term of reduction, and subsequent redetermination.

Family Dispute of Amount of Imputed Welfare Income

If the family disputes the amount of imputed income and GDPM denies the family's request to modify the amount, GDPM will provide the tenant with a notice of denial, which will include: An explanation for GDPM's determination of the amount of imputed welfare income

A statement that the tenant may request an informal hearing.

A statement that the grievance information received from the welfare agency cannot be disputed at the informal hearing, and the issue to be examined at the informal hearing will be GDPM's determination of the amount of imputed welfare income, not the welfare agency's determination to sanction the welfare benefits.

F. TIMELY REPORTING OF CHANGES [24 CFR 982.516(c)]

Standard for Timely Reporting of Changes

GDPM requires that families report interim changes to GDPM in writing within ten working days of when the change occurs. Any information, document or signature needed from the family that is needed to verify the change must be provided within ten working days of the date of notification of information, document or signature needed from GDPM.

If the change is not reported within the required time period, or if the family fails to provide documentation or signatures, it will be considered untimely reporting.

Procedures when the Change is Reported in a Timely Manner

GDPM will notify the family and the owner of any change in the Housing Assistance Payment to be effective according to the following guidelines:

Increases in the Tenant Rent are effective on the first of the month following at least thirty days' notice.

Decreases in the Tenant Rent are effective the first of the month following that in which the change is reported. However, no rent reductions will be processed until all the facts have been verified, even if a retroactive adjustment results. The change will not be made until the third party verification is received.

Procedures when the Change is Not Reported by the Family in a Timely Manner

If the family does not report the change as described under Timely Reporting, the family will have caused an unreasonable delay in the interim reexamination processing and the following guidelines will apply:

Increase in Tenant Rent will be effective retroactive to the date it would have been effective had it been reported on a timely basis. The family will be liable for any overpaid housing assistance and may be required to sign a Repayment Agreement.

Decrease in Tenant Rent will be effective on the first of the month following the month that the change was reported.

Procedures when the Change is Not Processed by GDPM in a Timely Manner

"Processed in a timely manner" means that the change goes into effect on the date it should when the family reports the change in a timely manner. If the change cannot be made effective on that date, the change is not processed by GDPM in a timely manner.

In this case, an increase will be effective after the required thirty days' notice prior to the first of the month after completion of processing by GDPM.

If the change resulted in a decrease, the overpayment by the family will be calculated retroactively to the date it should have been effective, and the family will be credited for the amount.

G. CHANGES IN VOUCHER SIZE AS A RESULT OF FAMILY COMPOSITION CHANGES [24 CFR 982.51 6(e)]

(See "Subsidy Standards" chapter.)

H. CONTINUANCE OF ASSISTANCE FOR "MIXED" FAMILIES [24 CFR 5.518]

Under the Noncitizens Rule, "mixed" families are families that include at least one citizen or eligible immigrant and any number of ineligible members.

The Noncitizens Rule was implemented prior to November 29, 1996, and "mixed" families who were participants as of June 19, 1995, shall continue receiving full assistance if they meet all of the following criteria:

The head of household or spouse is a U.S. citizen or has eligible immigrant status; AND

All members of the family other than the head, the spouse, parents of the head or the spouse, and children of the head or spouse are citizens or eligible immigrants. The family may change the head of household to qualify under this provision.

I. MISREPRESENTATION OF FAMILY CIRCUMSTANCES

If any participant deliberately misrepresents the information on which eligibility or tenant rent is established, GDPM may terminate assistance and may refer the family file/record to the proper authorities for appropriate disposition. (See Program Integrity Addendum.)

J. NOTIFICATION OF RESULTS OF RECERTIFICATIONS/INTERIM CHANGES

The HUD Form 50058 will be completed and transmitted as required by HUD.

The Notice of Rent Change is mailed to the owner and the tenant. Signatures are not required by GDPM. If the family disagrees with the rent adjustment, they may request an informal hearing.

K. ANNUAL/BIENNIAL INSPECTIONS [24 CFR 982.551(d), 982.405]

GDPM will conduct an inspection using the Housing Quality Standards and other standards in this Administrative Plan as described in Chapter 12, at least biennially.

Annual/biennial inspections for mid-month move-ins (e.g., September 15) will be conducted no later than the twenty-four months from the date of the last annual/biennial re-inspection conducted.

Owner HOS Obligations

The owner must be given time to correct the failed items, other than those noted as being a tenant responsibility item. There are two guidelines to use:

If the item endangers the family's health or safety (using the emergency item list below), the owner must be given 24 hours to correct the violation.

For less serious failures, the owner must be given up to thirty days to correct the item(s).

If the owner fails to correct deficient items, after s/he has been given a reasonable time to correct the items, GDPM will take prompt and vigorous action to enforce the owner HQS obligations. GDPM remedies for such breach of the HQS include termination, suspension or reduction of housing assistance payments and termination of the HAP contract. Re-inspections for deficiency items will include only those items that failed. However, if the inspector encounters other deficiencies, the landlord will be notified and the regular deficiency procedures will be followed.

The owner is not responsible for a breach of the 1-IQS that is not caused by the owner and for which the family is responsible.

Family HOS Obligations:

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

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;

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

Any member of the household or guest damages the dwelling unit or premises (damages beyond ordinary wear and tear).

Examples of damages beyond ordinary wear and tear would include but not limited to: extremely soiled wall paint or holes in the walls;

heavily soiled carpet and damage to carpet from burns and stains; broken glass panes;

damaged window screens;

torn floor tile;

damaged screen/storm doors

If the HQS violation is caused by the family, the family must be given time to correct the failed items. There are two guidelines to use:

If the item endangers the family' health or safety (using the emergency repair items listed in chapter 17), the family must be given 24 hours to correct the violation.

For less serious failures, the family must be given up to 30 days to correct the items.

If the family has caused a breach of the HQS and the family fails to correct the deficient items, after s/he has been given a reasonable time to correct the items, including emergency repair items. GDPM will take prompt and vigorous action to enforce the family obligations. GDPM will terminate assistance for the family in accordance with Chapter 19.

Abatement (HQS Obligations of Owner):

When it has been determined that a unit on the program fails to meet Housing Quality Standards and the owner has been given an opportunity to correct the problem(s) and does not do so within the time frame established by GDPM, the HAP payment for the unit shall be abated.

A Letter of Abatement Notice shall be sent to the owner the next working day after the repair failed reinspection. The abatement shall be effective the first of the following month and continue until all items which caused the unit to fail have been corrected.

GDPM will inspect abated units within five days of the owner's contact with GDPM to report the completed work.

If the owner makes repairs during this period and the tenant intends to stay in the unit, the abatement will end the first business day that the unit passes inspection.

No retroactive payments will be made to the owner for the period of time the HAP payment was abated, and the tenant is not responsible to the owner for GDPM's portion of rent that was abated.

HAP Contract Termination:

If the owner's payments have been abated for at least 30 days and the owner has not contacted the GDPM office to state that the repairs are completed to the unit, the family will be advised to locate another housing unit for assistance, since the owner has failed to maintain the unit. During the time period of the family's housing search, the payments to the owner will remain abated.

Once the family has located an approvable unit and is willing to relocate, the owner will be sent a Notice of Termination of the HAP Contract.

When the HAP Contract or Voucher Subsidy Contract is terminated, it will not be reinstated.

Responsibility of the Family to Allow Inspection:

GDPM must be allowed to inspect the unit at reasonable times with reasonable notice.

Inspections will be conducted on business days only. Reasonable hours to conduct an inspection are between 8:00 a.m. and 5:00 p.m.

The family and land lord are notified of the inspection appointment by mail. If the family is not able to be at home, they should make arrangements to have an adult family representative or the landlord present.

The inspectors will call the landlord and tenant prior to arriving at the unit for inspection. It is the responsibility of the landlord and tenant to make sure that the Housing Choice Voucher department has a correct phone number to call. A land lord/tenant cannot cancel an inspection or ask for a different time for inspection during this phone call. GDPM will not recognize this phone conversation as any type of cancellation for an inspection. If there is no answer or the number is not correct the inspector will proceed to the property as if the land lord/tenant were there.

If the family misses the inspection appointment and does not arrange for a representative or the land lord to be there, one more inspection (or re-inspection) appointment will be scheduled.

If the family misses two inspection appointments, GDPM will consider the family to have violated a family obligation and their assistance will be terminated, following the Termination of Assistance Notice, giving the family ten working days to request an informal hearing.

If the family does not contact GDPM within the time period for the Informal Hearing request, GDPM will send the Termination of HAP Contract with a thirty-day notice, prior to the first of the month, to the land lord.

If the family responds to the Termination Notice within ten working days by contacting GDPM, an Informal Hearing will be scheduled and conducted as outlined in Chapter 22.

L. RENT ADJUSTMENTS BY OWNER

Voucher Program:

Owners may not request a new lease or rent increase in the Voucher program prior to the expiration of the term of the lease.

The owners will be notified at the time of a family's annual recertification of their options.

The owner will need to submit their request by the dead line date specified in the owner's annual recertification letter. If this deadline is missed the owner's new lease or rent increase will not be granted

GDPM will advise the family as to whether the rent is reasonable and shall approve or disapprove the rent increase.

Special Contract Rent Adjustments for Certificate/Moderate Rehabilitation Program

Owners may submit a request for a special rent adjustment (over and above the annual adjustment) but must document the following:

- The costs of owning and maintaining a unit have increased
- The increase is a result of substantial general increases in real property taxes, utility rates or similar costs (i.e. assessments and utilities not covered by regulated rates).
- The annual contract rent adjustment does not compensate the owner for the increases.

The Fair Market Rent limitation does not apply to special adjustments but the rent reasonableness limitation does.

If GDPM reviews the information submitted by the owner and believes the owner's request is warranted, the request is forwarded to the HUD Field Office for review and approval.

GDPM's request to HUD must include:

GDPM's rent reasonableness determination A copy of the owner's lease.

The owner's financial statement which supports the increase. GDPM's analysis of the owner's documentation.

GDPM's recommendation for approval or disapproval.

HUD will notify GDPM of its approval/disapproval of the owner's request for a special adjustment and the effective date.

The special adjustment (if approved) is effective the later of:

- the first day of the month following the implementation of the cost increase that was issued to justify the rent increase.
- the first day of the month after the owner's request.

Any disapproval of the owner's request for a special contract rent adjustment will be in writing and will state the reasons for the disapproval.

Chapter 16
ANNUAL ACTIVITIES

INTRODUCTION

The Payment Standard is used to calculate the housing assistance payment for a family. In accordance with HUD regulation, and at GDPM's discretion, the Voucher Payment Standard amount is set by DMI-IA between 90% and 110% of the HUD published FMR. This is considered the basic range.

GDPM reviews the appropriateness of the Payment Standard annually when the FMR is published. In determining whether a change is needed, GDPM will ensure that the Payment Standard is always within the range of 90% to 110% of the new FMR, unless an exception payment standard has been approved by HUD or an exception payment standard up to 120% of FMR has been granted as a reasonable accommodation.

GDPM will establish a single voucher payment standard amount for each FMR area in GDPM's jurisdiction. For each FMR area, GDPM will establish payment standard amounts for each "unit size". GDPM may have a higher payment standard within GDPM's jurisdiction if needed to expand housing opportunities outside areas of minority or poverty concentration, as long as the payment standard is within the 90-110% of FMR range.

GDPM may approve a higher payment standard within the basic range, if required as a reasonable accommodation for a family that includes a person with disabilities.

A. ADJUSTMENTS TO PAYMENT STANDARDS [24 CFR 982.503]

Payment Standards may be adjusted, within HUD regulatory limitations, to increase Housing Assistance Payments in order to keep families' rents affordable. GDPM will not raise Payment Standards solely to make "high end" units available to Voucher holders. GDPM may use some or all of the measures below in making its determination whether an adjustment should be made to the Payment Standards. Assisted Families' Rent Burdens

GDPM will review its voucher payment standard amounts at least annually to determine whether more than 40 percent of families in a particular unit size are paying more than 40% of their annual adjusted income for rent.

If it is determined that particular unit sizes in GDPM's jurisdiction have payment standard amounts that are creating rent burdens for families, GDPM will modify its payment standards for those particular unit sizes.

Quality of Units Selected

GDPM will review the quality of units selected by participant families when making the determination of the percent of income families are paying for housing, to ensure that Payment Standard increases are only made when needed to reach the mid-range of the market.

PHA Decision Point

GDPM will review the average percent of income of families on the program. If more than (percent - 25%) of families are paying more than 30% of monthly adjusted income, GDPM will determine whether there is a difference by voucher size, whether families are renting units larger than their voucher size, and whether families are renting units which exceed HUD's HQS and any additional standards added by GDPM in the Administrative Plan.

If families are paying more than 40% of their income for rent due to the selection of larger bedroom size units or luxury units, GDPM may decline to increase the payment standard. If these are not the primary factors for families paying higher rents, GDPM will continue increasing the payment standard.

Rent to Owner Increases

GDPM may review a sample of the units to determine how often owners are increasing rents and the average percent of increase by bedroom size.

Time to Locate Housing

GDPM may consider the average time period for families to lease up under the Voucher program. If more than 50% of Voucher holders are unable to locate suitable housing within the term of the voucher and GDPM determines that this is due to rents in the jurisdiction being unaffordable for families even with the presence of a voucher the Payment Standard may be adjusted.

Lowering of the Payment Standard

Lowering of the FMR may require an adjustment of the Payment Standard. Additionally, statistical analysis may reveal that the Payment Standard should be lowered. In any case, the Payment Standard will not be set below 90 percent of the FMR without authorization from HUD.

Financial Feasibility

Before increasing the Payment Standard, GDPM may review the budget to determine the impact projected subsidy increases would have on funding available for the program and number of families served.

For this purpose, GDPM will compare the number of families who could be served under a higher Payment Standard with the number assisted under current Payment Standards. File Documentation

A file will be retained by GDPM for at least three years to document the analysis and findings to justify whether or not the Payment Standard was changed.

B. EXCEPTION PAYMENT STANDARDS

If the dwelling unit is located in an exception area, GDPM must use the appropriate payment standard amount established by GDPM for the exception area in accordance with regulation at 24 CFR 982.503(c).

GDPM may approve an exception payment standard in an amount of to 120% of FMR is needed as a reasonable accommodation.

C. UTILITY ALLOWANCES [24 CFR 982.517]

A PHA-established utility allowance schedule is used in determining family share and PHA subsidy. The PHA must maintain a utility allowance schedule for (1) all tenant-paid utilities, (2) the cost of tenant-supplied refrigerators and ranges, and (3) other tenant-paid housing services such as trash collection. The PHA must maintain an area-wide utility allowance schedule. The utility allowance schedule must be 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 PHA must use normal patterns of consumption for the community as a whole, and current utility rates.

The utility allowance must include the utilities and services that are necessary in the locality to provide housing that complies with housing quality standards. Costs for telephone, cable/satellite television, and internet services are not included in the utility allowance schedule.

In the utility allowance schedule, the PHA must classify utilities and other housing services according to the following general categories: space heating; air conditioning; cooking; water heating; water; sewer; trash collection; other electric; cost of tenant-supplied refrigerator; cost of tenant-supplied range; applicable surcharges; and other specified housing services.

The cost of each utility and housing service must be stated separately by unit size and type. Chapter 18 of the HCV Guidebook provides detailed guidance to the PHA about establishing utility allowance schedules.

The PHA must state its policy for utility allowance payments in the administrative plan and apply it consistently to all households. The PHA must provide a copy of the utility allowance schedule to HUD.

Energy Efficient Utility Allowance [24 CFR 982.517(b)(2)(ii)]

In addition to the area-wide utility allowance standard, the PHA may maintain an area-wide, energy efficient utility allowance schedule to be used for units that are in a building that meets Leadership in

Energy and Environmental Design (LEED) or Energy Star standards.

PHA Policy

The PHA will not maintain an energy efficient utility allowance schedule.

Air Conditioning [24 CFR 982.517(b)(1)(iii)]

The PHA must provide a utility allowance for air-conditioning when the majority of housing units in the market provide central air-conditioning or are wired for tenant-installed air conditioners.

PHA Policy

The PHA has included an allowance for air-conditioning in its schedule. Central air-conditioning or a portable air conditioner must be present in a unit before the PHA will apply this allowance to a family's rent and subsidy calculations.

Reasonable Accommodation and Individual Relief

Upon request from a family that includes a person with disabilities, the PHA must approve a utility allowance which 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 and usable by the family member with a disability [24 CFR 982.517(e)]. See Chapter regarding the policies to request and approval of reasonable accommodations.

Further, the PHA may grant requests for relief from charges in excess of the utility allowance on reasonable grounds, such as special needs of the elderly, ill, or residents with disabilities, or special factors not within control of the resident, as the PHA deems appropriate. The family must request the higher allowance and provide the PHA with an explanation of the need for the individual relief and information about the amount of additional allowance required [see HCV GB, p. 18-8].

PHAs should develop criteria for granting individual relief and to notify residents about the availability of individual relief, and also to notify participants about the availability of individual relief programs (sometimes referred to as "Medical Baseline discounts") offered by the local utility company..

Utility Allowance Revisions

The PHA must review its schedule of utility allowances each year and must revise the schedule if there has been a change of 10 percent or more in any utility rate since the last time the allowance for that utility was revised [24 CFR 982.517(c)(1)].

The PHA must maintain information supporting its annual review of utility allowance and any revisions made in its utility allowance schedule.

Chapter 17
HOUSING QUALITY STANDARDS COMPLAINTS

INTRODUCTION

All units are inspected at least annually, using Housing Quality Standards. If at any time the tenant or owner complains in writing that the unit does not meet Housing Quality Standards, GDPM will conduct an inspection.

D. COMPLAINT INSPECTIONS [24 CFR 982.4051]

The staff is required to inspect only the items about which the tenant or owner are complaining, but if the Inspector notices additional health and safety or lead based paint deficiencies that would cause the unit to fail the HQS, s/he must also note those items and require the repair to be completed.

The Owner may charge the tenant for repairs made due to tenant neglect or abuse. Local codes or laws may guide what recourse, if any, the Owner has in recovering costs of repairs.

The Owner may choose to initiate legal action against the tenant if there are grounds for such action.

If the HQS violation was due to normal wear and tear, the owner must be given time to correct the failed items. There are two guidelines to use:

If the item endangers the family's health or safety (using the emergency item list in this chapter), the owner must be given 24 hours to correct the violation.

For less serious failures, the owner must be given up to 30 days to correct the item(s).

If the owner fails to correct deficient items, after s/he has been given a reasonable time to correct the items, GDPM will take prompt and vigorous action to enforce the owner I-IQS obligations. GDPM remedies for such breach of the HQS include termination, suspension or reduction of housing assistance payments and termination of the HAP contract.

The owner is not responsible for a breach of the HQS that is not caused by the owner and for which the family is responsible.

E. EMERGENCY REPAIR ITEMS

The following items are to be considered of an emergency nature and are to be corrected by the owner within 24 hours of notice by the Inspector:

Damaged lock mechanism on entrance doors to unit which will not latch or secure as intended

Waterlogged ceiling in imminent danger of falling

Electrical outlets, fixtures arcing, sparking including any spliced or exposed wire connections, and open ports

Escaping gas for any appliance, fixture, or apparatus including, but not limited to natural gas leaks, fumes, or odor

Major water leaks, flooding, or any drain line restrictions (tubs, sinks, lavatory, and toilet) including open waste lines

Natural gas leak or fumes

Electrical situation that could result in shock or fire

No heat when outside temperature is below 50

No running hot water

Utilities not in service such as gas, electric, or water

Broken glass which poses a cutting hazard

Obstacle that prevents tenant's access or exit to or from unit

Non-Functioning toilet when only one is present. If two toilets are present owner will be given 48 hours to repair.

Any situation deemed a threat to persons or property at the discretion of the HCV Inspector

Inoperative or missing smoke detectors or fire alarm systems

Vermin Infestation including, but not limited to bed bugs, roaches, fleas, rodents, general pest, and occasional invaders.

GDPM may give a shot extension (not more than 48 additional hours) whenever the owner cannot be notified or it is impossible to repair within the 24-hour period.

In those cases where there is leaking gas or potential of a fire within the notice period and the owner cannot be notified or it is impossible to repair, proper authorities will be notified by GDPM.

If emergency items are not corrected within 24 hours (or up to 72 hours, if an extension was granted), the owner will be given notice of the intent to terminate the HAP Contract and that the Housing Assistance Payment will be abated through the Termination Notice period. GDPM may send the notices simultaneously.

F. ABATEMENT

When it has been determined that a unit on the program fails to meet Housing Quality Standards and the owner has been given an opportunity to correct the problem(s) and does not do so within the time frame established by GDPM, the HAP payment shall be abated.

A Letter of Abatement shall be sent to the owner the next working day after the failed reinspection. The abatement shall be effective the first of the following month and continue until all items which caused the unit to fail have been corrected.

If the owner does not contact GDPM 30 days after the abatement of the payments, the family will be scheduled an appointment to obtain an RTA packet to locate another unit for assistance. The family will be issued a housing voucher to locate a unit within 60 days from the date the voucher is issued.

GDPM will inspect abated units within five days of the owner's contact with GDPM to report the completed work.

The abatement will end the day of the re-inspection of the unit if there are no deficiencies remaining. If the family had been issued an RTA packet to relocate, the family will be notified that the RTA packet will be voided since the unit is in compliance.

No retroactive payments will be made to the owner for the period of time the HAP payment was abated, and the tenant is not responsible to the owner for GDPM's portion of rent that was abated.

G. HAP CONTRACT TERMINATION

If the owner fails to correct all the deficiencies cited at the end of the abatement period after reinspection, the owner will be sent a Notice of Termination of the HAP Contract.

While the termination notice is running, the abatement will remain in effect.

When the HAP Contract is terminated, it will not be reinstated.

GDPM does not cancel the HAP Contract until the family has found an approved unit.

Chapter 18

MOVES WITH CONTINUED ASSISTANCE/PORTABILITY

[24 CFR 982.314, 982.353, 982.355(a), 923.353]

INTRODUCTION

HUD regulations permit families to move with continued assistance to another unit within GDPM's jurisdiction, or to a unit outside of GDPM's jurisdiction under portability procedures. The regulations also allow the GDPM the discretion to develop policies that define any limitations or restrictions on moves. This chapter defines the procedures for moves, both within and outside of GDPM's jurisdiction and the policies for restriction and limitations on moves.

A. ALLOWABLE MOVES

A family may move to a new unit with continued assistance if:

The assisted lease for the old unit has terminated because GDPM has terminated the HAP contract for owner breach, or the lease was terminated by mutual agreement.

The owner has given the family a notice to vacate, but has not filed the tenant in court.

The family has given proper notice of lease termination (and if the family has a right to terminate the lease on notice to owner).

If the family notifies GDPM that they have received foreclosure paper work on the current assisted Section 8 property GDPM will allow the family to move

B. RESTRICTIONS ON MOVES

Families will not be permitted to move within GDPM's jurisdiction during the initial year of assisted occupancy.

Families will not be permitted to move more than once in a 12-month period, unless it is thru a mutual termination.

GDPM will deny permission to move if there is insufficient funding for continued assistance.

GDPM will deny permission to move if:

The family has violated a family obligation.

The family is delinquent on a repayment agreement that was entered into with GDPM.

The family has moved or been issued a voucher within the last twelve months.

The Assistant Director or Director of Section 8 Administration may make exceptions to these restrictions if there is an emergency reason for the move over which the participant has no control.

RESTRICTIONS ON MOVES

A family's right to move is generally contingent upon the family's compliance with program requirements [24 CFR 982.1(b)(2)]. HUD specifies two conditions under which a PHA may deny a family permission to move and two ways in which a PHA may restrict moves by a family.

Denial of Moves

HUD regulations permit the PHA to deny a family permission to move under the following conditions:

Insufficient Funding

The PHA may deny a family permission to move either within or outside the PHA's jurisdiction if the PHA does not have sufficient funding for continued assistance [24 CFR 982.354(e)(1)]. However, Notice PIH 2016-09 significantly restricts the ability of PHAs to deny permission to move due to insufficient funding and places further requirements on PHAs regarding moves denied due to lack of funding. The requirements found in this notice are mandatory.

PHA Policy

The PHA will deny a family permission to move on grounds that the PHA does not have sufficient funding for continued assistance if (a) the move is initiated by the family, not the owner or the PHA; (b) the PHA can demonstrate that the move will, in fact, result in higher subsidy costs (c) the PHA can demonstrate, in accordance with the GDPM's policies, that it does not have sufficient funding in its annual budget to accommodate the higher subsidy costs; and (d) for portability moves, the receiving PHA is not absorbing the voucher.

If the PHA does not have sufficient funding for continued assistance, but the family must move from their unit (e.g., the unit failed HQS), the family may move to a higher cost unit if the move is within the PHA's jurisdiction. The PHA, however, will not allow the family to move under portability in this situation if the family wishes to move to a higher cost area.

For both moves within the PHA's jurisdiction and outside under portability, the PHA will not deny a move due to insufficient funding if the PHA previously approved the move and subsequently experienced a funding shortfall if the family cannot remain in their current unit. The PHA will rescind the voucher in this situation if the family will be

allowed to remain in their current unit.

The PHA will create a list of families whose moves have been denied due to insufficient funding. The PHA will keep the family's request open indefinitely, and when funds become available, the families on this list will take precedence over families on the waiting list. The PHA will use the same procedures for notifying families with open requests to move when funds become available as it uses for notifying families on the waiting list (see section 4-III.D).

The PHA will inform the family of its policy regarding moves denied due to insufficient funding in a letter to the family at the time the move is denied.

C. NEW LEASE OR REVISION

Owners may request a new lease or rent increase in the Voucher program prior to the expiration of the term of the lease, but it will not be honored until the prior lease expires. The owners will be notified at the time of a family's annual recertification of their options.

The owner will need to submit their request by the deadline date specified in the owner's annual recertification letter. If this deadline is missed the owner's new lease or rent increase will not be granted

D. PROCEDURE FOR MOVES [24 CFR 982.314]

Issuance of Voucher

Subject to the restrictions on moves, GDPM will issue the voucher to move and conduct a recertification of income/assets/deductions. The annual recertification date will be changed to coincide with the new lease-up date.

Notice Requirements

Briefing sessions emphasize the family's responsibility to give the owner and the GDPM proper written notice of any intent to move.

The family must come to the Section 8 office and request Notice of Intent to vacate paper work; this must be filled out at the Section 8 Office. The written Notice of Intent to Vacate runs from the first of the month to the first of the month. No mid-month notices will be accepted. A copy of the notice will be given to the tenant to give to the owner. The family may give a 30 or 60 day notice of intent to vacate. At the discretion of Section 8 Management, GDPM will decline to accept 30 day notices and will only accept 60 day notices. If 60 day notices are only being accepted there will be a notice posted in the lobby of the Section 8 Office. If GDPM is only accepting 60 day notices, 30 day notices will be granted to clients whose owners agree to a *Mutual Termination* and the correct paperwork has been

submitted.

Time of Contract Change

Dayton Metropolitan Housing Authority

A move within the same building or project, or between buildings owned by the same owner, will be processed like any other move except that there will be no overlapping assistance.

In a move, assistance stops at the old unit at the end of the month in which the tenant ceased to occupy. Assistance will start on the new unit on the effective date of the lease and contract. Assistance payments may overlap for the month in which the family moves.

E. WHEN LEASED UNIT IS TOO BIG OR TOO SMALL

If GDPM determines that a unit does not meet the HQS space standards because of an increase in family size or a change in family composition, GDPM will issue the family a new voucher.

GDPM will also notify the family of the circumstances under which an exception will be granted, such as if a family with a disability is under housed in an accessible unit or if a family requires the additional bedroom because of a health problem which has been verified by GDPM.

When GDPM terminates the HAP contract due to the above reason, GDPM must notify the family and owner of the termination; and the HAP contract terminates at the end of the calendar month that follows the calendar month in which GDPM gives notice to the owner.

F. PORTABILITY [24 CFR 982.353]

Portability applies to families moving out of or into GDPM's jurisdiction within the United States and its territories.

The Initial Housing Authority is the Housing Authority that issues the voucher. The Housing Authority is sometimes referred to as the Issuing Housing Authority.

The Receiving Housing Authority is the party that accepts the voucher from the Initial Housing Authority. The Receiving Housing Authority may administer the assistance from the Initial Housing Authority and bill them or absorb the family into its own program.

G. OUTGOING PORTABILITY [24 CFR 982.353, 982.355]

Within the limitations of the regulations and this policy, a participant family has the right to receive tenant-based voucher assistance to lease a unit outside GDPM's jurisdiction, anywhere in the United States, in the jurisdiction of a GDPM with a tenant-based program.

GDPM will provide preportability counseling for those families who express an interest in portability. If the family is utilizing lease-up, GDPM will determine if the family is within the very low income limit of the receiving PHA.

When a family requests to move outside of GDPM's jurisdiction, the request must specify the area to which the family wants to move. GDPM will notify the Receiving PHA that the family wishes to relocate into its jurisdiction.

If there is more than one PHA in the area in which the family has selected a unit, GDPM will choose the receiving PHA.

GDPM will provide the following documents and information to the Receiving PHA:

- Information on the HUD portability form, including a copy of the family's voucher with issue and expiration dates, formally acknowledging the family's ability to move under portability.

- The most recent HUD 50058 form and verifications.

- Declarations and verifications of US citizenship/eligible immigrant status.

The Receiving PHA must notify GDPM within the time period specified on the HUD portability form of the following:

- The Receiving PHA decision on whether they will be billing or absorbing the family into their program.

- The family leases up or fails to submit a Request for Tenancy Approval Assistance to a portable family is terminated by the Receiving PHA

- The family request to move to an area outside the Receiving PHA's jurisdiction.

Payment to the Receiving PHA

GDPM will requisition funds from HUD based on the anticipated lease-ups of portable vouchers in other jurisdictions. Payments for families in other jurisdictions will be made to other PHAs when billed or in accordance with other HUD approved procedures for payment.

When billed, GDPM will reimburse the Receiving PHA for 100% of the Housing Assistance Payment and 80% of the administrative fee (at the Initial PHA's rate).

Claims

GDPM will be responsible for collecting amounts owed by the family for repayment agreements. GDPM will notify the Receiving PHA if the family is in arrears or if the family has refused to sign a repayment agreement, and the Receiving PHA will be asked to terminate assistance to the family as allowed by this administrative plan.

Receiving PHAs will be required to submit hearing determinations to GDPM within 30 days from the date of the notification of the proposed termination.

Restrictions on Portability

Applicants

If neither the head nor spouse had a domicile (legal residence) in GDPM's jurisdiction at the date of their initial application for assistance, the family will not be permitted to exercise portability upon initial issuance of a voucher. [NOTE: legal domicile is defined by local government.]

For a portable family that was not already receiving assistance in GDPM's based program, the GDPM must determine whether the family is eligible for admission under the receiving PHA's program.

Participants

After an applicant has leased-up in the jurisdiction of the initial housing agency, they cannot exercise portability during the first year of assisted occupancy, unless the family's move relates to an opportunity for education, job training or employment.

GDPM will not permit families to exercise portability:

If the family is in violation of a family obligation.

The family is delinquent on a repayment agreement that was entered into with GDPM.

If the family has moved out of its assisted unit in violation of the lease.

Receiving PHAs will be required to submit hearing determinations to GDPM within ten working days.

H. INCOMING PORTABILITY [24 CFR 982.354, 982.355]

Absorption or Administration

GDPM will accept a family with a valid voucher from another jurisdiction and administer or absorb the voucher. If administering, the family will be issued a "portable" voucher by GDPM. The term of the voucher will not expire before the expiration date of the initial PHA voucher. The family must submit a request for tenancy approval for an eligible unit to GDPM during the term of the "portable" voucher. GDPM will not grant extensions in accordance with this Administrative Plan. However, if the family decides not to lease-up in GDPM's jurisdiction, they must contact the initial PHA to request an extension.

GDPM will absorb all incoming portable families provided that there is funding available.

When GDPM does not absorb the incoming voucher, it will administer the initial PHA's voucher and GDPM's policies will prevail.

For admission to the program a family must be income eligible in the area where the family initially leases a unit with assistance under the program.

GDPM does not redetermine eligibility for a portable family that was already receiving assistance in the initial PHA Section 8 tenant-based program.

GDPM will issue a "portability voucher" according to its own Subsidy Standards. If the family has a change in family composition that would change the voucher size, the GDPM will change to the proper size based on its own Subsidy Standards.

Income and Total Tenant Payment of Incoming Portables [982.353(d)]

As receiving PHA, GDPM will conduct a recertification interview but only verify the information provided if the documents are missing or are over 120 days old, whichever is applicable, or there has been a change in the family's circumstances.

If GDPM conducts a recertification of the family it will not cause a delay in the issuance of a voucher.

If the family's income is such that a \$0 subsidy amount is determined prior to lease-up in GDPM's jurisdiction, GDPM will refuse to enter into a contract on behalf of the family at \$0 assistance.

Requests for Tenancy Approval

A briefing will be mandatory for all portability families.

When the family submits a Request for Tenancy Approval, it will be processed using GDPM's policies. If the family does not submit a Request for Tenancy Approval or does not execute a lease, the initial PHA will be notified within ten working days of the expiration date by GDPM.

If the family leases up successfully, the GDPM will notify the initial PHA within ten working days, and the billing process will commence.

GDPM will notify the initial PHA if the family fails to submit a request for tenancy approval for an eligible unit within the term of the voucher.

If GDPM denies assistance to the family, the GDPM will notify the initial PHHA within ten working days and the family will be offered a review or hearing.

GDPM will notify the family of its responsibility to contact the initial PHA if the family wishes to move outside GDPM's jurisdiction under continued portability.

Regular Program Functions

The GDPM will perform all program functions applicable the tenant-based assistance program, such as:

Annual reexaminations of family income and composition;

Annual/biennial inspection of the unit; and

Interim examinations when requested or deemed necessary by the GDPM

Terminations

GDPM will notify the initial PHA in writing of any termination of assistance within ten working days of the termination. If an informal hearing is required and requested by the family, the hearing

will be conducted by GDPM, using the regular hearing procedures included in this Plan. A copy of the hearing decision will be furnished to the initial PI-IA.

The initial PHA will be responsible for collecting amounts owed by the family for claims paid and for monitoring repayment. If the initial PHA notifies GDPM that the family is in arrears or the family has refused to sign a payment agreement, GDPM will terminate assistance to the family.

Required Documents

As receiving PHA, GDPM will require the documents listed on the HUD Portability Billing Form from the initial PHA.

Billing Procedures

As the receiving PHA, GDPM will bill the initial PI-IA monthly for housing assistance payments. The billing cycle for other amounts, including administrative fees and special claims will be monthly unless requested otherwise by the initial PI-IA.

GDPM will bill 100% of the housing assistance payment, 100% of special claims and 80% of the administrative fee (at the initial PHA's rate) for each "portability" voucher leased as of the first day of the month.

GDPM will notify the initial PI-IA of changes in subsidy amounts and will expect the initial PHA to notify GDPM of changes in the administrative fee amount to be billed.

Chapter 19
CONTRACT TERMINATIONS
[24 CFR 982.311, 982.314]

INTRODUCTION

The Housing Assistance Payments (HAP) contract is the contract between the owner and GDPM that defines the responsibilities of both parties. This chapter describes the circumstances under which the contract can be terminated by GDPM and the owner, and the policies and procedures for such terminations.

A. **CONTRACT TERMINATION** [24 CFR 982.311]

The term of the HAP contract is the same as the term of the lease. The contract between the owner and GDPM may be terminated by GDPM, or by the owner or tenant terminating the lease.

No future subsidy payments on behalf of the family will be made by GDPM to the owner after the month in which the contract is terminated. The owner must reimburse GDPM for any subsidies paid by GDPM for any period after the contract termination date.

If the family continues to occupy the unit after the Section 8 contract is terminated, the family is responsible for the total amount of rent due to the owner. The owner will have no right to claim compensation from GDPM for vacancy loss under the provisions of certificate HAP contracts effective before October 2, 1995.

After a contract termination, if the family meets the criteria for a move with continued assistance, the family may lease-up in another unit. The contract for the new unit may begin during the month in which the family moved from the old unit.

B. **TERMINATION BY THE FAMILY: MOVES** [24 CFR 982.314(c)(2)]

Family termination of the lease must be in accordance with the terms of the lease. See chapter 18 for further guidance on moves with continued assistance.

TERMINATION OF TENANCY BY THE OWNER: EVICTIONS [24 CFR 982.310, 982.455]

If the owner wishes to terminate the lease, the owner must provide proper notice as stated in the lease.

During the term of the lease, the owner may not terminate the tenancy except for the grounds stated in the HUD regulations.

During the term of the lease the owner may only evict for:

Serious or repeated violations of the lease, including but not limited to failure to pay rent or other amounts due under the lease, or repeated violation of the terms and conditions of the lease;

Violations of Federal, state or local law that imposes obligations on the tenant in connection with the occupancy or use of the premises; or criminal activity by the tenant, any member of the household, a guest or another person under the tenant's control that threatens the health, safety or right to peaceful enjoyment of the premises by the other residents, or persons residing in the immediate vicinity of the premises or any drug related criminal activity on or near the premises.

Other good cause.

During the initial term of the lease, the owner may not terminate the tenancy for "other good cause" unless the owner is terminating the tenancy because of something the family did or failed to do (see 982.310)

Evidence of Criminal Activity

The owner may terminate tenancy and evict by judicial action a family for criminal activity by a covered person if the owner determines they have engaged in the criminal activity:

Regardless of arrest or conviction

Without satisfying the standard of proof used for a criminal conviction

Termination of Tenancy Decisions

If the law and regulation permit the owner to take an action but don't require action to be taken, the owner can decide whether to take the action. Relevant circumstances for consideration include:

The seriousness of the offense

The effect on the community

The extent of participation by household members

The effect on uninvolved household members

The demand for assisted housing by families who will adhere to responsibilities

The extent to which leaseholder has shown personal responsibility and taken all reasonable steps to prevent or mitigate the offending action

The effect on the integrity of the program

Exclusion of culpable household member

The owner may require a tenant to exclude a household member in order to continue to reside in the assisted unit.

Consideration of Rehabilitation

When determining whether to terminate the tenancy for illegal drug use or alcohol abuse, the owner may consider whether the member:

Is no longer participating

Has successfully completed a supervised drug or alcohol rehab program

Has otherwise been successfully rehabilitated

The owner may require the tenant to submit evidence of any of the three (above).

Actions of termination by the owner must be consistent with the fair housing and equal opportunities as stated in 24 CFR 5.105.

The owner must provide the tenant a written notice specifying the grounds for termination of tenancy, at or before the commencement of the eviction action. The notice may be included in, or may be combined with, any owner eviction notice to the tenant.

The owner eviction notice means a notice to vacate, or a complaint, or other initial pleading used under State or local law to commence an eviction action.

GDPM requires that the owner specify the section of the lease that has been violated and cite some or all of the ways in which the tenant has violated that section as documentation for GDPM's decision regarding termination of assistance.

Housing assistance payments are paid to the owner under the terms of the HAP contract. If the owner has begun eviction and the family continues to reside in the unit, GDPM must continue to make housing assistance payments to the owner until the owner has obtained a court judgment or other process allowing the owner to evict the tenant.

If the action is finalized in court, the owner must provide GDPM with the documentation, including notice of the lock-out date.

GDPM must continue making housing assistance payments to the owner in accordance with the contract as long as the tenant continues to occupy the unit and the contract is not violated. By endorsing the monthly check from GDPM, the owner certifies that the tenant is still in the unit, the rent is reasonable and s/he is in compliance with the contract.

If an eviction is not due to a serious or repeated violation of the lease, and if GDPM has no other grounds for termination of assistance, GDPM may issue a new voucher so that the family can move with continued assistance.

D. TERMINATION OF THE CONTRACT BY GDPM

[24 CFR 982.404(a), 982.453, 982.454, 982.552(a)(3)]

The term of the HAP contract terminates when the lease terminates, when GDPM terminates program assistance for the family, and when the owner has breached the HAP contract. (See "Owner Disapproval and Restriction" chapter) GDPM may also terminate the contract if:

GDPM terminates assistance to the family.

The family is required to move from a unit when the unit does not meet the HQS space standards because of an increase in family size or a change in family composition.

Funding is no longer available under the ACC.

Notice of Termination

When GDPM terminates the HAP contract under the violation of HQS space standards, GDPM will provide the owner and family written notice of termination of the contract, and the HAP contract terminates at the end of the calendar month that follows the calendar month in which GDPM gives such notice to the owner.

E. FAMILY MISREPRESENTATION

If the family has committed fraud in connection with the Section 8 Rental Assistance Program, GDPM may terminate assistance and cancel the Contract.

If the family has misrepresented income, assets, or allowances and deductions that would have caused them to pay more, GDPM will make every effort to recover any overpayments made as a result of tenant fraud or abuse. GDPM may offer to continue assistance on the condition that the

family agrees to reimburse GDPM for the overpayments. See chapter 24 of this administrative plan regarding repayment agreements.

F. OWNER MISREPRESENTATION

If the landlord has committed fraud or misrepresentation in connection with the Section 8 Rental Assistance Program, GDPM will terminate the Contract and review the circumstances and family's involvement to determine if the family is eligible for recertification to relocate to another unit with continuation of assistance.

GDPM makes every effort to recover any overpayments made as a result of landlord fraud or abuse.

If the owner has committed fraud, GDPM may restrict the owner from future participation in the program for a reasonable period of time, commensurate with the seriousness of the offense.

G. TERMINATIONS DUE TO INELIGIBLE IMMIGRATION STATUS

Families who were participants on June 19, 1995, but are ineligible for continued assistance due to the ineligible immigration status of all members of the family, or because a "mixed" family chooses not to accept pro-ration of assistance, are eligible for temporary deferral of termination of assistance if necessary to permit the family additional time for transition to affordable housing.

Deferrals may be granted for intervals not to exceed six months, up to an aggregate maximum of:

3 years for deferrals granted prior to 11/29/96, or 18 months for deferrals granted after 11/29/96.

The family will be notified in writing at least 60 days in advance of the expiration of the deferral period that termination of assistance will not be deferred because:

- a. granting another deferral will result in an aggregate deferral period of longer than the statutory maximum (three years for deferrals granted before 11/29/96; 18 months for deferrals granted after 11/29/96), or
- b. a determination has been made that other affordable housing is available.

Mandatory Denial and Termination [24 CFR 982.54 (d), 982.552(b), 982.553(a), 982.553(b)] GDPM must terminate assistance for participants if the family is under contract and 180 days have elapsed since GDPM's last housing assistance payment was made. (See "Contract Terminations" chapter.)

GDPM must permanently deny assistance to applicants, and terminate the assistance of persons convicted of manufacturing or producing methamphetamine on the premises of federally assisted housing.

GDPM must deny admission to the program for applicants and terminate assistance for program participants if GDPM determines that any household member is currently engaging in illegal use of a drug. See section B of this chapter for GDPM's established standards.

GDPM deny admission to the program for applicants and terminate assistance for program participants if GDPM determines that it has reasonable cause to believe that a household member's illegal drug use or a pattern of illegal drug use may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents. See Section B of this chapter for GDPM's established standards.

GDPM must deny admission to an applicant if GDPM determines that any member of the household is subject to a lifetime registration requirement under a State sex offender registration program. See section B of this chapter for GDPM's established standards regarding criminal background investigation and determining whether a member of the household is subject to a lifetime registration requirement under a State sex offender registration program.

GDPM must terminate program assistance for a family evicted from housing assisted under the program for serious violation of the lease.

GDPM must deny admission to the program for an applicant or terminate program assistance for a participant if any member of the family fails to sign and submit consent forms for obtaining information in accordance with Part 5, subparts B and F.

GDPM must deny admission or terminate assistance when required under the regulations to establish citizenship or eligible immigration status.

Grounds for Denial or Termination of Assistance [24 CFR 982.552(c)]

GDPM will deny program assistance for an applicant, or terminate program assistance for a participant, for any of the following reasons:

If any family member violates any family obligation under the program as listed in 24 CFR

If any family member has violated the family obligation under 24 CFR 982.551 not to engage **in** any drug-related criminal activity.

If any family member has violated the family obligation under 24 CFR 982.551 not to engage in any violent criminal activity.

Any member of the family has been evicted from federally assisted housing in the last three years.

If any member of the family commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.

The family currently owes rent or other amounts to GDPM or to another PHA **in** connection with Housing Choice Voucher or Asset Management housing assistance under the 1937 Act.

The 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.

The family breaches an agreement with a PHA to pay amounts owed to a PHA, or amounts paid to an owner by a PHA. GDPM at its discretion may offer the family the opportunity to enter into a repayment agreement. GDPM will prescribe the terms of the agreement. (See "Repayment Agreements" chapter.)

The family has engaged in or threatened abusive or violent behavior toward PHA personnel.

"Abusive or violent behavior towards PHA personnel" includes verbal as well as physical abuse or violence. Use of expletives that are generally considered insulting, racial epithets, or other language, written or oral, that is customarily used to insult or intimidate, may be cause for termination or denial.

"Threatening" refers to oral or written threats or physical gestures that communicate an intent to abuse or commit violence.

Actual physical abuse or violence will always be cause for termination.

If any member of the family engages in or has engaged in drug or alcohol abuse that interferes with the health, safety or peaceful enjoyment of other residents. See section B of this chapter.

If any member of the family commits drug-related criminal activity, or violent criminal activity. (See Section B of this chapter and 982.553 of the regulations)

Refer to "Eligibility for Admission" chapter, "Other Criteria for Admission" section for further information.

B. SCREENING AND TERMINATION FOR DRUG ABUSE AND OTHER CRIMINAL ACTIVITY

Purpose

All federally assisted housing is intended to provide a place to live and raise families, not a place to commit crime, to use or sell drugs or terrorize neighbors. It is the intention of GDPM to fully endorse and implement a policy designed to:

Help create and maintain a safe and drug-free community

Keep our program participants free from threats to their personal and family safety

Support parental efforts to instill values of personal responsibility and hard work

Help maintain an environment where children can live safely, learn and grow up to be productive citizens

Assist families in their vocational/educational goals in the pursuit of self-sufficiency

Administration

All screening and termination of assistance procedures shall be administered fairly and in such a way as not to violate rights to privacy or discriminate on the basis of race, color, nationality, religion, familial status, disability, sex, marital status, sexual preference, gender identity, or other legally protected groups.

Screening of Applicants

In an effort to prevent future drug related and other criminal activity, as well as other patterns of behavior that pose a threat to the health, safety or right to peaceful enjoyment of the premises by other residents, and as required by 24 CFR 982, Subpart L and CFR Part 5, Subpart J, GDPM will endeavor to screen applicants as thoroughly and fairly as possible for drug-related and violent criminal behavior.

Such screening will apply to any member of the household who is 18 years of age or older.

HUD Definitions

Covered person, for purposes of 24 CFR Part 982 and this chapter, means a tenant, any member of the tenant's household, a guest or another person under the tenant's control.

Drug means a controlled substance as defined in section 102 of the Controlled Substances Act [21 U.S.C. 802].

Drug-related criminal activity means 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.

Guest, for purposes of this chapter and 24 CFR part 5, subpart A and 24 CFR Part 982, means a person temporarily staying in the unit with the consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. The requirements of part 982 apply to a guest as so defined.

Household, for the purposes of 24 CFR Part 982 and this chapter, means the family and PHA-approved live-in aide.

Other person under the tenant's control, for the purposes of the definition of *covered person* and for 24 CFR Parts 5 and 982 and for this chapter, means that the person, although not staying as a guest (as defined in this chapter) in the unit, is, or was at the time of the activity in question, on the premises because of an invitation from the tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not *under the tenant's control*.

Violent criminal activity means any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.

Standard for Violation

GDPM will deny participation in the program to applicants and terminate assistance to participants in cases where GDPM determines there is reasonable cause to believe that a household member is illegally using a drug or if the person abuses alcohol in a way that may interfere with the health, safety or right to peaceful enjoyment of the premises by other residents, including cases where GDPM determines that there is a pattern of illegal use of a drug or a pattern of alcohol abuse.

GDPM will consider the use of a controlled substance or alcohol to be a pattern if there is more than one incident during the previous six months.

"Engaged in or engaging in" violent criminal activity means any act within the past three years by an applicant or participant or household member which involved 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, which resulted in the arrest and/or conviction of the applicant, participant, or household member.

The existence of the above-referenced behavior by any household member, regardless of the applicant or participant's knowledge of the behavior, shall be grounds for denial or termination of assistance.

Drug Related and Violent Criminal Activity

Ineligibility for admission if evicted for Drug-Related Activity: Persons evicted from federally assisted housing because of drug-related criminal activity are ineligible for admission to the Housing Choice Voucher Program for a three-year period beginning on the date of such eviction.

However, the household may be admitted if, after considering the individual circumstances of the household, GDPM determines that:

The circumstances leading to eviction no longer exist because:

The criminal household member has died.

The criminal household member is imprisoned.

Applicants will be denied assistance if they have been arrested/convicted/evicted from federally assisted housing for violent criminal activity within the last three years prior to the date of the certification interview.

Denial of Assistance for Sexual Offenders

GDPM is required to prohibit admission if any member of the household is subject to a lifetime registration requirement under a State sex offender registration program.

Termination of Assistance for Participants

Termination of Assistance for Drug-related Criminal Activity or Violent Criminal Activity:

Under the family obligations listed at 24 CFR 982.551, the members of the household must not engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises. HUD regulations at 24 CFR 982.553(b) require GDPM to establish standards for termination of assistance when this family obligation is violated. GDPM has established the following standards for termination of assistance for the family when a household member has violated the family obligation to refrain from participating in drug-related or violent criminal activity.

Assistance will be terminated for participants who have been:

arrested/convicted/evicted from a unit assisted under any Federally assisted housing program for drug-related or violent criminal activity during participation in the program, and within the last three years prior to the date of the notice to terminate assistance.

If any member of the household violates the family obligations by engaging in drug-related or violent criminal activity, GDPM will terminate assistance.

In appropriate cases, GDPM may permit the family to continue receiving assistance provided that family members determined to have engaged in the prescribed activities will not reside in the unit. If the violating member is a minor, GDPM may consider individual circumstances with the advice of Juvenile Court officials.

GDPM will waive the requirement regarding drug-related criminal activity if:

The person demonstrates successful completion of a credible rehabilitation program approved by GDPM, or

The circumstances leading to the violation no longer exist because the person who engaged in drug-related criminal activity or violent criminal activity is no longer in the household due to death or incarceration.

Terminating Assistance for Alcohol Abuse by Household Members

Under the family obligations listed at 24 CFR 982.551, the members of the household must not abuse alcohol in a way that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises. Assistance will be terminated due to violation of a family obligation if GDPM determines that a member of the household has demonstrated a pattern of alcohol abuse that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.

Assistance will be terminated if a household member is arrested/convicted/incarcerated for any alcohol-related criminal activity on or near the premises within any 6 month period.

In appropriate cases, GDPM may permit the family to continue receiving assistance provided that household members determined to have engaged in the prescribed activities will not reside in the unit. If the violating member is a minor, GDPM may consider individual circumstances with the advice of Juvenile Court officials.

Notice of Termination of Assistance

In any case where GDPM decides to terminate assistance to the family, GDPM must give the family written notice that states:

The reason(s) for the proposed termination,

The effective date of the proposed termination,

The family's right, if they disagree, to request an Informal Hearing to be held before termination of assistance.

The date by which a request for an informal hearing must be received by GDPM.

If GDPM proposes to terminate assistance for criminal activity as shown by a criminal record, GDPM will provide the subject of the record and the tenant with a copy of the criminal record.

GDPM will simultaneously provide written notice of the contract termination to the owner so that it will coincide with the Termination of Assistance. The Notice to the owner will not include any details regarding the reason for termination of assistance.

Required Evidence

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

Credible evidence may be obtained from police and/or court records. Testimony from neighbors, when combined with other factual evidence can be considered credible evidence. Other credible evidence includes documentation of drug raids or arrest warrants.

GDPM will pursue fact-finding efforts as needed to obtain credible evidence.

Confidentiality of Criminal Records

GDPM will ensure that any criminal record received is maintained confidentially, not misused or improperly disseminated.

All criminal reports, while needed, will be housed in a locked file with access limited to individuals responsible for screening and determining eligibility for initial and continued assistance and to Housing Choice Voucher management.

Misuse of the above information by any employee will be grounds for termination of employment.

C. FAMILY OBLIGATIONS [24 CFR 982.551]

The family must supply any information that GDPM or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status (as provided by 24 CFR 982.551). "Information" includes any requested certification, release or other documentation.

The family must supply any information requested by GDPM or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements.

The family must disclose and verify Social Security Numbers (as provided by 24 CFR 5.216) and must sign and submit consent forms for obtaining information in accordance with 24 CFR 5.230.

All information supplied by the family must be true and complete.

The family is responsible for an HQS breach caused by the family as described in 982.404(b).

The family must allow GDPM to inspect the unit at reasonable times and after reasonable notice.

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

The family must notify the owner and, at the same time, notify GDPM before the family moves out of the unit or terminates the lease upon notice to the owner.

The family must promptly give GDPM a copy of any owner eviction notice.

The family must use the assisted unit for residence by the family. The unit must be the family's only residence.

The composition of the assisted family residing in the unit must be approved by GDPM. The family must promptly inform GDPM of the birth, adoption or court-awarded custody of a child. The family must request PHA approval to add any other family member as an occupant of the unit.

The family must promptly notify GDPM if any family member no longer resides in the unit.

If GDPM has given approval, a foster child or a live-in aide may reside in the unit. If the family does not request approval or approval is denied, the family may not allow a foster child or live-in aide to reside with the assisted family.

Members of the household may engage in legal profit-making activities in the unit, but only if such activities are incidental to primary use of the unit as a residence by members of the family.

The family must not sublease or let the unit.

The family must not assign the lease or transfer the unit.

The family must supply any information or certification requested by GDPM to verify that the family is living in the unit, or relating to family absence from the unit, including any PHA requested information or certification on the purposes of family absences. The family must

cooperate with GDPM for this purpose. The family must promptly notify GDPM of absence from the unit.

The family must not own or have any interest in the unit.

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

The household members may not engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises. The members of the household must not abuse alcohol in a way that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises. An assisted family, or members of the family, may not receive Housing Choice Voucher tenant-based assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative (as determined by HUD or in accordance with HUD requirements) federal, State or local housing assistance program.

Housing Authority Discretion [24 CFR 982.552(c)]

In deciding whether to deny or terminate assistance because of action or failure to act by members of the family, GDPM has discretion to consider all of the circumstances in each case, including the seriousness of the case. GDPM will use its discretion in reviewing the extent of participation or culpability of individual family members and the length of time since the violation occurred. GDPM may also review the family's more recent history and record of compliance and the effects that denial or termination of assistance may have on other family members who were not involved in the action or failure to act.

GDPM may impose, as a condition of continued assistance for other family members, a requirement that family members who participated in, or were culpable for the action or failure to act, will not reside in the unit. GDPM may permit the other members of a family to continue in the program.

GDPM will have the discretion to consider any new applicant who has been denied admission to the program after an informal hearing has been requested by the family. On a case by case bases.

Enforcing Family Obligations

Explanations and Terms

The term "promptly" when used with the family obligations always means "within ten working days." Denial or termination of assistance is always optional except where this Plan or the regulations state otherwise.

HOS Breach

The housing inspector will determine if an HQS breach as identified in 24 CFR 982.404 (b) is the responsibility of the family. Families may be given extensions to cure HQS breaches by Housing Choice Voucher Program management.

Lease Violations

The following criteria will be used to decide if a serious or repeated violation of the lease will result in termination of assistance:

If the owner terminates tenancy through court action for serious or repeated violation of the lease.

If the owner notifies the family of termination of tenancy assistance for serious or repeated lease violations, and the family moves from the unit prior to the completion of court action, and GDPM determines that the cause is a serious or repeated violation of the lease based on available evidence.

Nonpayment of rent is considered a serious violation of the lease.

If a family vacates an assisted unit and leaves damages that are deemed above normal wear and tear and would not be covered by the security deposit paid to the owner.

Notification of Eviction

If the family requests assistance to move and they did not notify GDPM of an eviction within five working days of receiving the Notice of Lease Termination, the move will be denied.

Proposed Additions to the Family

GDPM will deny a family's request to add additional family members who are:

Persons who are registered sex offenders.

Persons who have been evicted from public housing.

Persons who have previously violated a family obligation listed in 24 CFR 982.551 of the HUD regulations.

Persons who have been part of a family whose assistance has been terminated under the Certificate or Voucher program.

Persons who commit drug-related criminal activity or violent criminal activity. Persons who do not meet GDPM's definition of family.

Persons who commit fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.

Persons who currently owe rent or other amounts to GDPM or to another PHA in connection with Housing Choice Voucher or public housing assistance under the 1937 Act.

Persons who have engaged in or threatened abusive or violent behavior toward PHA personnel.

Family Member Moves Out

Families are required to notify GDPM if any family member leaves the assisted household. When the family notifies GDPM, they must furnish the following information:

The date the family member moved out.

The new address, if known, of the family member.

A statement as to whether the family member is temporarily or permanently absent.

Limitation on Profit-Making Activity in Unit

If the business activity area results in the inability of the family to use any of the critical living areas, such as a bedroom utilized for a business that is not available for sleeping, it will be considered a violation.

If GDPM determines that the use of the unit as a business is not incidental to its use as a dwelling unit, it will be considered a program violation.

If GDPM determines the business is not legal, it will be considered a program violation.

Interest in Unit

The owner may not reside in the assisted unit regardless of whether (s)he is a member of the assisted family, unless the family owns the mobile home and rents the pad.

In each case, GDPM will consider which family members were involved, the circumstances, and any hardship that might be caused to innocent members.

In the event of false citizenship claims, see section below.

D. PROCEDURES FOR NON-CITIZENS [24 CFR 5.514, 5.516, 5.518]

Denial or Termination due to Ineligible Immigrant Status

Applicant or participant families in which all members are neither U.S. citizens nor eligible immigrants are not eligible for assistance and must have their assistance terminated. GDPM must offer the family an opportunity for a hearing. (See "Eligibility for Admission" chapter, section on Citizenship/Eligible Immigration Status.)

Assistance may not be terminated while verification of the participant family's eligible immigration status is pending.

False or Incomplete Information

When GDPM has clear, concrete, or substantial documentation (such as a permanent resident card or information from another agency) that contradicts the declaration of citizenship made by an applicant or participant, an investigation will be conducted and the individual will be given an opportunity to present relevant information.

If the individual is unable to verify their citizenship, GDPM will give him/her an opportunity to provide a new declaration as an eligible immigrant or an opportunity to elect not to contend their status.

GDPM will then verify eligible status, deny, terminate, or prorate as applicable.

GDPM will deny or terminate assistance based on the submission of false information or misrepresentation.

Procedure for Denial or Termination

If the family (or any member) claimed eligible immigrant status and the INS primary and secondary verifications failed to document the status, the family may make an appeal to the INS and request a hearing with GDPM either after the INS appeal or in lieu of the INS appeal.

After GDPM has made a determination of ineligibility, the family will be notified of the determination and the reasons and informed of the option for prorated assistance (if applicable).

E. ZERO (\$0) ASSISTANCE TENANCIES [24 CFR 982.455 (a)]

The family may remain in the unit at \$0 assistance for up to 180 days after the last HAP payment. If the family is still in the unit after 180 days, the assistance will be terminated. If, within the 180 day timeframe, an owner rent increase or a decrease in the Total Tenant Payment causes the family to be eligible for a housing assistance payment, GDPM will resume assistance payments for the family.

In order for a family to move to another unit during the 180 days, the rent for the new unit would have to be high enough to necessitate a housing assistance payment.

F. OPTION NOT TO TERMINATE FOR MISREPRESENTATION

[24 CFR 982.551, 982.552(c)]

If the family has misrepresented any facts that caused GDPM to overpay assistance, GDPM may choose not to terminate and may offer to continue assistance provided that the family executes a Repayment Agreement and makes payments in accordance with the agreement.

G. MISREPRESENTATION IN COLLUSION WITH OWNER

[24 CFR 982.551, 982.552 (c)]

If the family intentionally, willingly, and knowingly commits fraud or is involved in any other illegal scheme with the owner, GDPM will deny or terminate assistance.

In making this determination, GDPM will carefully consider the possibility of overt or implied intimidation of the family by the owner and the family's understanding of the events.

H. MISSED APPOINTMENTS AND DEADLINES [24 CFR 982.551, 982.552 (c)]

It is a Family Obligation to supply information, documentation, and certification as needed for GDPM to fulfill its responsibilities. GDPM schedules appointments and sets deadlines in order to obtain the required information. The Obligations also require that the family allow GDPM to inspect the unit, and appointments are made for this purpose.

An applicant or participant who fails to keep an appointment, or to supply information required by a deadline without notifying GDPM, may be sent a Notice of Denial or Termination of Assistance for failure to provide required information, or for failure to allow GDPM to inspect the unit.

The family will be given information about the requirement to keep appointments and the number of times appointments will be rescheduled, as specified in this Plan.

Appointments will be scheduled and time requirements will be imposed for the following events and circumstances:

- Eligibility for Admissions
- Verification Procedures
- Certificate Voucher Issuance and Briefings
- Housing Quality Standards and Inspections
- Re-certifications
- Appeals

Acceptable reasons for missing appointments or failing to provide information by deadlines are:

- Medical emergency
- Family emergency

Procedure when Appointments are Missed or Information not Provided

For most purposes in this Plan, the family will be given two opportunities before being issued a notice of termination or denial for breach of a family obligation.

After issuance of the termination notice, if the family offers to correct the breach within the time allowed to request a hearing, the notice will be rescinded if the family offers to cure and the family does not have a history of non-compliance.

Insufficient Funding [24 CFR 982.454]

The PHA may terminate HAP contracts if the PHA determines, in accordance with HUD requirements, that funding under the consolidated ACC is insufficient to support continued assistance for families in the program.

PHA Policy

The PHA will determine whether there is sufficient funding to pay for currently assisted families according to the policies in Part VIII of Chapter 16. If the PHA determines there is a shortage of funding, prior to terminating any HAP contracts, the PHA will determine if any other actions can be taken to reduce program costs.

In the event that the PHA decides to stop issuing vouchers as a result of a funding shortfall, and the PHA is not assisting the required number of special purpose vouchers (NED families, HUD-Veterans Affairs Supportive Housing (VASH) families, and family unification program (FUP) families), when the PHA resumes issuing vouchers, the PHA will issue vouchers first to the special purpose voucher families on its waiting list until it has reached the required number of special purpose vouchers, when applicable.

If after implementing all reasonable cost cutting measures there is not enough funding available to provide continued assistance for current participants, the PHA will terminate HAP contracts as a last resort.

Prior to terminating any HAP contracts, the PHA will inform the local HUD field office. The PHA will terminate the minimum number needed in order to reduce HAP costs to a level within the PHA's annual budget authority. If the PHA must terminate HAP contracts due to insufficient funding, the PHA will do so in accordance with the following criteria and instructions:

Families who have been assisted in the HCV program the longest will be the first to be terminated, excluding families that include elderly or disabled family members.

Families comprising the required numbers of special purpose voucher, including nonelderly disabled (NED), HUD-Veteran's Affairs Supportive Housing (HUD-VASH), and family unification program (FUP) will be the last to be terminated.

Chapter 21

MOVE OUT INSPECTIONS

Move-out inspections are performed after the tenant has vacated the unit to determine if there are any tenant-caused damages that is a violation of family obligations.

The owner must request an inspection in writing within 48 hours of the move out and it must include an itemized list detailing the move-out charges remaining after deducting the security deposit. If this is not provided to GDPM in a timely manner the inspection will not be conducted. The owner must also supply the HCV Client with a copy of this itemized list

The owner or the owner's representative will be required to attend the move-out inspection. The owner will be notified as to when the inspection will take place. GDPM will encourage the owner to notify the tenant of the inspection date. If the unit is found to have tenant-caused damages, the housing inspector will photograph the findings at the unit for file documentation.

If the results of the move out inspection provide documentation that the family caused damages to the unit over and above normal wear and tear that would not be covered by the security deposit paid to the owner, the family will be issued a proposed notice of termination. The family will have the right to request an informal hearing on the determination. If the family requests a hearing, the owner will be required to attend the hearing also. If the owner does not attend the termination will be overturned.

Chapter 22

OWNER CLAIMS

As part of the HAP Contract, owners cannot make "special claims" for damages, unpaid rent, and vacancy loss after the tenant has vacated the unit.

If the family moves out of the unit, GDPM may not give the owner HAP for any month after the month when the family moves out. The owner may keep the HAP for the month the family moves out of the unit.

Chapter 23

COMPLAINTS AND APPEALS

INTRODUCTION

The informal hearing requirements defined in HUD regulation are applicable to participating families who disagree with an action, decision, or inaction of GDPM. This chapter describes the policies, procedures and standards to be used when families disagree with a GDPM decision. The procedures and requirements are explained for preference denial meetings, informal reviews and hearings. It is the policy of GDPM to ensure that all families have the benefit of all protections due to them under the law.

A. **COMPLAINTS TO GDPM**

GDPM will respond promptly to complaints from families, owners, employees, and members of the public. All complaints will be documented. GDPM will request that complaints other than HQS violations be put in writing. Emergency HQS complaints may be reported by telephone. All other HQS complaints must be put in writing to GDPM, documenting that the family has tried to resolve the matter with the owner prior to contacting GDPM.

GDPM hearing procedures will be provided to families in the briefing packet.

Categories of Complaints

Complaints from families: If a family disagrees with an action or inaction of GDPM or owner, family will be referred as follows:

Eligibility complaints will be referred to the Admissions/Leasing Supervisor.

Rent reasonableness and leasing complaints will be referred to the Admissions/ Leasing Supervisor

Inspection complaints will be referred to the Supervisor, Inspectional Services

Recertification complaints or rent calculation complaints will be referred to the Recertification Supervisor.

If a complaint is not resolved, it will be referred to the Department Director or the Supervisor of Section 8 Administration.

Complaints from owners: If an owner disagrees with an action or inaction of GDPM or a family, complaints will be referred to the Assistant Manager, Section 8 Administration.

Complaints from staff: If a staff person reports an owner or family either violating or not complying with program rules, the complaint will be referred to the Department Director or the supervisor of Section 8 Administration.

Complaints from the general public: Complaints or referrals from persons in the community in regard to GDPM, a family or an owner will be referred as follows:

Eligibility complaints will be referred to the Admissions/Leasing Supervisor.

Rent reasonableness and leasing complaints will be referred to the Admissions/
Leasing Supervisor

Inspection complaints will be referred to the Supervisor, Inspectional Services

Recertification complaints or rent calculation complaints will be referred to the
Recertification Supervisor.

If a complaint is not resolved, it will be referred to the Department Director.

If the complaint has been referred to HUD, Department Director would be the contact person with the HUD Field Office.

B. PREFERENCE DENIALS

When GDPM denies a preference to an applicant, the family will be notified in writing of the specific reason for the denial and offered the opportunity for a meeting with GDPM staff to discuss the reasons for the denial and to dispute GDPM's decision.

The person who conducts the meeting will be any officer or employee of GDPM except the person who made or approved the decision or a subordinate of those persons.

C. INFORMAL REVIEW PROCEDURES FOR APPLICANTS

Reviews are provided for applicants who are denied assistance before the effective date of the HAP contract. The exception is that when an applicant is denied assistance for citizenship or eligible immigrant status, the applicant is entitled to an informal hearing.

When GDPM determines that an applicant is ineligible for the program, the family must be notified of their ineligibility in writing.

The notice must contain:

The reason(s) they are ineligible,

The procedure for requesting a review if the applicant does not agree with the decision and

The time limit for requesting a review.

When denying admission for criminal activity as shown by a criminal record, GDPM will provide the subject of the record and the applicant with a copy of the criminal record upon which the decision to deny was based.

GDPM must provide applicants with the opportunity for an informal review of decisions denying:

Listing on GDPM's waiting list

Issuance of a voucher

Participation in the program

Assistance under portability procedures

Informal reviews are not required for established policies and procedures and GDPM determinations such as:

Discretionary administrative determinations by GDPM

General policy issues or class grievances

A determination of the family unit size under GDPM subsidy standards

Refusal to extend or suspend a voucher

GDPM determination not to grant approval of the tenancy

Determination that unit is not in compliance with HQS

Determination that unit is not in accordance with HQS due to family size or composition

Procedure for Review

A request for an informal review must be received in writing by the close of the business day, no later than ten working days from the date of GDPM's notification of denial of assistance. The informal review will be scheduled on the next available hearing date.

After the informal review date is scheduled the family may request to reschedule one time only upon showing "good cause" which is defined as an unavoidable conflict which seriously affects the health, safety and or welfare of the family. The rescheduled review will be within the same month as the original appointment.

The informal review shall be conducted by the Hearing Officer, appointed by GDPM, who is neither the person who made or approved the decision nor a subordinate of that person. GDPM appoints hearing officers who are GDPM management.

The applicant will be given the option of presenting oral or written objections to the decision. Both GDPM and the family may present evidence and witnesses. The family may use an attorney or other representative to assist them at their own expense.

A notice of the review findings will be provided in writing to the applicant within 14 calendar days after the review. It shall include the decision of the review officer, and an explanation of the reasons for the decision.

All requests for a review, supporting documentation and a copy of the final decision will be retained in the family's file according to the PHA's record retention policy.

D. INFORMAL HEARING PROCEDURES

[24 CFR 982.555(a-f), 982.54(d)(13)][24 CFR 982.54(d)(12), 982.554]

When GDPM makes a decision regarding the eligibility and/or the amount of assistance, applicants and participants must be notified in writing. GDPM will give the family prompt notice of such determinations which will include:

The proposed action or decision of GDPM

The date the proposed action or decision will take place

The family's right to an explanation of the basis for GDPM's decision

The procedures for requesting a hearing if the family disputes the action or decision

The time limit for requesting the hearing

GDPM must provide participants with the opportunity for an explanation for decisions related to any of the following PHA determinations:

Determination of the family's annual or adjusted income and the computation of the housing assistance payment

Appropriate utility allowance used from schedule

Family unit size determination under PHA subsidy standards

Determination to terminate assistance for any reason

Determination to terminate a family's FSS contract, withhold supportive services, or propose forfeiture of the family's escrow account

If the participant does not agree with the explanation they may request an informal hearing on the decision.

GDPM must provide participants with the opportunity for an informal hearing for a determination to terminate assistance:

Because of the family's failure to act.

Because the participant family has been absent from the assisted unit for longer than allowed.

Because of family caused breach of HQS.

Informal hearings are not required for established policies and procedures and PHA determinations such as:

Discretionary administrative determinations by GDPM

General policy issues or class grievances

Establishment of GDPM schedule of utility allowances for families in the program

GDPM determination not to approve an extension or suspension of a voucher term

GDPM determination not to approve a unit or lease

GDPM determination that an assisted unit is not in compliance with HQS (GDPM must provide hearing for family breach of HQS because that is a family obligation determination)

GDPM determination that the unit is not in accordance with HQS because of the family size

GDPM determination to exercise or not exercise any right or remedy against the owner under a HAP contract

Notification of Hearing

It is GDPM's objective to resolve disputes at the lowest level possible, and to make every effort to avoid the most severe remedies. However, if this is not possible, GDPM will ensure that applicants and participants will receive all of the protections and rights afforded by the law and the regulations.

When GDPM receives a request for an informal hearing, a hearing shall be scheduled. The notification of hearing will contain:

The date and time of the hearing

The location where the hearing will be held

The family's right to bring evidence, witnesses, legal or other representation at the family's expense

The right to view any documents or evidence in the possession of GDPM upon which GDPM based the proposed action and, at the family's expense, to obtain a copy of such documents prior to the hearing.

A notice to the family that GDPM will request a copy of any documents or evidence the family will use at the hearing.

GDPM's Hearing Procedures

After a hearing date is scheduled, the family may request to reschedule one time only upon showing "good cause" which is defined as an unavoidable conflict which seriously affects the health, safety and or welfare of the family. The hearing will be rescheduled within the same month as the original appointment.

Families have the right to:

Present written or oral objections to GDPM's determination.

Examine the documents in the file which are the basis for GDPM's action, and all documents submitted to the Hearing Officer;

Copy any relevant documents at their expense;

Present any information or witnesses pertinent to the issue of the hearing;

Request that PHA staff be available or present at the hearing to answer questions pertinent to the case; and

Be represented by legal counsel, advocate, or other designated representative at their own expense.

If the family requests copies of documents relevant to the hearing, GDPM will make the copies for the family and assess a charge of 35 cents per page. In no case will the family be allowed to remove the file from GDPM's office.

In addition to other rights contained in this Chapter, GDPM has a right to:

Present evidence and any information pertinent to the issue of the hearing;

Be notified if the family intends to be represented by legal counsel, advocate, or another party;

Examine and copy any documents to be used by the family prior to the hearing;

Have its attorney present; and

Have staff persons and other witnesses familiar with the case present.

The informal hearing shall be conducted by the Hearing Officer appointed by GDPM who is neither the person who made or approved the decision, nor a subordinate of that person. GDPM appoints hearing officers who are GDPM management.

The hearing shall concern only the issues for which the family has received the opportunity for hearing. Evidence presented at the hearing may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

No documents may be presented which have not been provided to the other party before the hearing if requested by the other party. "Documents" includes records and regulations.

The family must request an audio recording of the hearing, if desired, two days prior to the hearing date.

The Hearing Officer may ask the family for additional information and/or might adjourn the hearing in order to reconvene at a later date, before reaching a decision.

If the family misses an appointment or dead line ordered by the Hearing Officer, the action of GDPM shall take effect and another hearing will not be granted.

The Hearing Officer will determine whether the action, inaction or decision of GDPM is legal in accordance with HUD regulations and this Administrative Plan based upon the evidence and testimony provided at the hearing. Factual determinations relating to the individual circumstances of the family will be based on a preponderance of the evidence presented at the hearing.

A notice of the hearing findings shall be provided in writing to GDPM and the family within 14 calendar days and shall include:

A clear summary of the decision and reasons for the decision;

If the decision involves money owed, the amount owed and documentation of the calculation of monies owed;

The date the decision goes into effect.

GDPM is not bound by hearing decisions:

Which concern matters in which GDPM is not required to provide an opportunity for a hearing

Which conflict with or contradict to HUD regulations or requirements;

Which conflict with or contradict Federal, State or local laws; or

Which exceed the authority of the person conducting the hearing.

GDPM shall send a letter to the participant if it determines GDPM is not bound by the Hearing Officer's determination within 14 calendar days. The letter shall include GDPM's reasons for the decision.

All requests for a hearing, supporting documentation, and a copy of the final decision will be retained in the family's file for three years from the date of the hearing.

GDPM's Hearing Policy

Missed Appointments (Including HQS Inspections):

If an applicant/participant missed their appointment due to being hospitalized or under a doctor's care they must provide documentation showing the time frame they were under the care that includes the date of the appointment that was missed.

If the applicant/participant missed their appointment due to problems with their mail delivery they must provide a document from the post office with a clear name and contact number to verify that they had a postal issue that was beyond their control.

If there was a death in the client's family or other family emergency, documentation will need to be provided from an outside source (such as a funeral notice).

If we do not have documented proof in the client's file that they were sent letters scheduling both missed appointments they will be scheduled for a final appointment.

All clients that require documentation will be given 1 week from the date of the hearing to supply the documents. If they do not provide the documents in the time frame, the termination will be upheld with no further hearings on that issue being granted.

If the client is given a final opportunity for an appointment and misses that appointment, the termination will be upheld with no further hearings on that issue being granted.

Repayment Agreements:

A Client who is proposed for termination for not paying the balance due in order to sign a repayment agreement must provide proof at their hearing that the balance was paid. If the client cannot provide proof at that time an extension may be granted at the Hearing Officer's discretion for a period of no more than 60 days.

A client who is proposed for termination for not making their required monthly payments on a repayment agreement must provide proof at their hearing that their payments are current. An extension until close of business on the following work day may be granted.

If a client receives a repayment agreement due to the error of the PHA, the one-third down payment option will be waived. The PHA may also, on a case-by-case basis, extend the 24-month repayment period. In order to avoid undue hardship on the family, this extended period must not exceed 48 months. The extended time will only be granted to a family if their repayment amount exceeds \$2,500.

Unauthorized Person Living in Unit:

GDPM will accept any documentation, or testimony that the participant provides at the informal hearing. The GDPM hearing officer will make a determination based upon a preponderance-of-the-evidence standard, and the decision will be based upon the testimony, or documentation that is determined by hearing officer to be credible, reliable, probative, and relevant to the issues involved in the proposed termination.

Failed to Provide Requested Documents:

We will verify that we have requested the documents on two occasions. If we cannot verify that we have requested the documents twice the client will be given a final extension of 1 week from the date of the hearing to provide the documents.

If the client can provide a time stamped copy showing that they submitted the documents to us by the deadline date the termination will not be upheld.

Criminal Activity:

If the client can provide documentation from the police/courts showing no criminal charges were filed or the charges were dropped the client will be reinstated.

Eviction:

If a participant has a court awarded eviction the termination will be upheld unless:

The client provides proof from the courts that the eviction was overturned

Or if the family has a \$0 rent amount and the eviction was due to an abatement of the owner's HAP payment.

Client Never Moved into Unit after Signed Lease:

If the participant can provide documentation showing they could not move into the unit due to being hospitalized or under a doctor's care the termination will not be upheld.

Voucher Expired:

Hearings will not be granted for expired vouchers. In cases where the participant had to move due to abatement or foreclosure, the participant will be referred to the leasing department to receive a one-time 30 day extension.

Failed to Submit RTA by Deadline:

If an applicant/participant failed to submit their RTA by the deadline due to being hospitalized or under a doctor's care they must provide documentation showing the time frame that they were under the care.

If the client can provide a time stamped copy showing that they submitted the RTA to us by the deadline date the termination will not be upheld.

Vacated Without Notice:

If the participant can provide a time stamped copy of our 30 or 60 day notice to vacate paperwork showing they submitted these documents, the termination will not be upheld.

Failed to Make Repairs for Family Caused HQS Breach:

If an applicant/participant could not make the repairs due to being hospitalized or under a doctor's care they must provide documentation showing the time frame that they were under the care.

Absent From Assisted Unit for Longer than Allowed

If the participant provides proof that they notified GDPM that they would be out of the unit for that time frame and they are current on their rent, the termination will not be upheld.

If a client is scheduled for a hearing and can provide the documentation required to overturn the termination, and the client provides the appropriate required documentation to their caseworker at least one week prior to their hearing date, the caseworker can cancel the hearing and reinstate the client.

E. HEARING AND APPEAL PROVISIONS FOR "RESTRICTIONS ON ASSISTANCE TO NON-CITIZENS" [24 CFR Part 5, Subpart E]

Assistance to the family may not be delayed, denied or terminated on the basis of immigration status at any time prior to the receipt of the decision on the INS appeal.

Assistance to a family may not be terminated or denied while GDPM hearing is pending but assistance to an applicant may be delayed pending GDPM hearing.

INS Determination of Ineligibility

If a family member claims to be an eligible immigrant and the INS SAVE system and manual search do not verify the claim, GDPM notifies the applicant or participant within ten days of their right to appeal to the INS within thirty days or to request an informal hearing with GDPM either in lieu of or subsequent to the INS appeal.

If the family appeals to the INS, they must give GDPM a copy of the appeal and proof of mailing or GDPM may proceed to deny or terminate. The time period to request an appeal may be extended by GDPM for good cause.

The request for GDPM hearing must be made within fourteen days of receipt of the notice offering the hearing or, if an appeal was made to the INS, within fourteen days of receipt of that notice.

After receipt of a request for an informal hearing, the hearing is conducted as described in this chapter for both applicants and participants. If the hearing officer decides that the individual is not eligible, and there are no other eligible family members GDPM will:

Deny the applicant family

Defer termination if the family is a participant and qualifies for deferral

Terminate the participant if the family does not qualify for deferral

If there are eligible members in the family, GDPM will offer to prorate assistance or give the family the option to remove the ineligible members.

All other complaints related to eligible citizen/immigrant status:

If any family member fails to provide documentation or certification as required by the regulation, that member is treated as ineligible. If all family members fail to provide, the family will be denied or terminated for failure to provide.

Participants whose termination is carried out after temporary deferral may not request a hearing since they had an opportunity for a hearing prior to the termination.

Participants whose assistance is pro-rated (either based on their statement that some members are ineligible or due to failure to verify eligible immigration status for some members after exercising their appeal and hearing rights described above) are entitled to a hearing based on the right to a hearing regarding determinations of tenant rent and Total Tenant Payment.

Families denied or terminated for fraud in connection with the non-citizens rule are entitled to a review or hearing in the same way as terminations for any other type of fraud.

F. MITIGATING CIRCUMSTANCES FOR APPLICANTS/PARTICIPANTS WITH DISABILITIES [24 CFR 982.204, 982.552(c)]

When applicants are denied placement on the waiting list, or GDPM is terminating assistance, the family will be informed that presence of a disability may be considered as a mitigating circumstance during the informal review process.

Examples of mitigating circumstances are: a) A person with a cognitive disorder may not have understood the requirement to report increases in income, b) A person may not understand the need to make regular repayments on a promissory note, c) Minor criminal records for public drunkenness may be due to medication; prior incarcerations for being disorderly may be emotional disorder.

G. VIOLENCE AGAINST WOMEN ACT

Any participant who requires a transfer under the Violence Against Women Act (VAWA) will be allowed to request to move by providing GDPM with the HUD approved certification form 50006.

GDPM will provide portability assistance to a family that has moved out of their assisted unit in violation of their lease under the Violence Against Women Act (VAWA). This act creates an exception to this prohibition for families that are otherwise in compliance with their obligations to the Section 8 Program but have moved out of their assisted unit in order to protect the health or safety of an individual who is or has been the victim of domestic violence, dating violence, or stalking and who reasonably believed he or she was imminently threatened by harm from future violence if he or she were to remain in the assisted dwelling unit.

Chapter 24
OWNER OR FAMILY DEBTS TO GDPM
[24 CFR 982.552]

INTRODUCTION

This chapter describes GDPM's policies for the recovery of monies that have been overpaid or debts owed from clients residing in GDPM housing or Northland Village. It describes the methods that will be utilized for collection of monies and the guidelines for different types of debts. It is GDPM's policy to meet the informational needs of owners and families, and to communicate the program rules in order to avoid owner and family debts. Before a debt is assessed against a family or owner, the file must contain documentation to support GDPM's claim that the debt is owed. The file must further contain written documentation of the method of calculation, in a clear format for review by the owner, the family or other interested parties.

When families or owners owe money to GDPM, GDPM will make every effort to collect it. GDPM will use a variety of collection tools to recover debts including, but not limited to:

Requests for lump sum payments

Payment agreements

Abatements

Reductions in HAP to owner

H. REPAYMENT AGREEMENT FOR FAMILIES [24 CFR 982.552 (c)(v-vii)]

A Repayment Agreement as used in this Plan is a document entered into between GDPM and the head and co-head of the household. It is similar to a promissory note but contains more details regarding the nature of the debt, the terms of payment, any special provisions of the agreement, and the remedies available to GDPM upon default of the agreement.

There are some circumstances in which GDPM will not enter into a repayment agreement. They are:

The family has ever entered into a Repayment Agreement with GDPM.

GDPM determines that the family committed program fraud.

The maximum amount for which GDPM will enter into a payment agreement with a family is \$2,500. If it is determined that the amount due exceeds \$2,500, the family will be notified of the overpayment and will be given ten (10) days business days from the date of the notification in which to pay the excess over \$2,500. If the family pays the excess amount, a Repayment Agreement can then be entered into. A client can only enter into one (1) Repayment Agreement during their lifetime.

Terms of the Agreement

A payment is due on the first of each month but no later than the fifth of each month. If the fifth of the month is on a weekend or holiday, the due date will be at the close of the next business day. In the event that payment cannot be made by the fifth due to extenuating circumstances, a grace period will be given until the tenth of the month. In the event that payment is not received before the end of that grace period the client's participation in the Housing Choice Voucher Program may be terminated.

If the family's repayment agreement is broken, GDPM will issue a proposed notice of termination.

If the family requests to move to another unit and has a repayment agreement in place and the repayment agreement is not in arrears, the family will be permitted to move.

If the family has a repayment agreement and wants to utilize portability they must pay the balance of the agreement in full.

Repayment Schedule for Monies Owed to GDPM

Should the family's income change during the course of the repayment agreement term, the monthly payment will not be altered or adjusted.

All repayment agreements require at least one-third (1/3) or a minimum of \$100 whichever is greater of the outstanding balance as a down payment. Minimum monthly payments shall not less than \$50.00. Maximum duration of any repayment agreement is twenty-four (24) months. If the amount outstanding is less than \$100.00 the full amount is payable immediately. It should be clearly understood that the installment of the repayment agreement plus the regular monthly rent payment is expected to be paid on time (i.e. by the fifth of each month)

If GDPM determines that the family committed program fraud, GDPM will not enter into a Repayment Agreement.

Guidelines for Repayment Agreements

Repayment Agreements will be executed between GDPM and the head of the household.

Payments may only be made by money order or cashier's check.

If the tenant enters into a Repayment Agreement and breaches the agreement, the family will be issued a proposed notice of termination.

If the family refuses to enter into a Repayment Agreement, GDPM will terminate the HAP contract assistance payments after providing an opportunity for an Informal Hearing.

I. DEBTS DUE TO MISREPRESENTATIONS/NON-REPORTING OF INFORMATION [24 CFR 982.163]

HUD's definition of program fraud and abuse is a single act or pattern of actions that:

Constitutes false statement, omission, or concealment of a substantive fact, made with intent to deceive or mislead, and that results in payment of Section 8 program funds in violation of Section 8 program requirements.

In determining whether the family violated their obligation to supply information, GDPM will consider whether the family supplied the information willfully and within what timeframe. If more than one recertification has been performed with the family before the information is reported, this will be determined to be willful misrepresentation.

If GDPM feels there was no willful intent to defraud, GDPM may enter into a Repayment Agreement for up to \$2,500 with the family.

Family Error/Late Reporting

Families who owe money to GDPM due to the family's failure to report increases in income will be required to repay in accordance with the guidelines in this chapter.

Program Fraud

Families who owe money to GDPM due to program fraud will be required to repay the amount in full within 45 days of notification. If the full amount is paid within this time period, and the family is still eligible, GDPM will continue assistance to the family.

If a family owes an amount that equals or exceeds \$5,000 as a result of program fraud, the case will be referred to the Inspector General. Where appropriate, GDPM will refer the case for criminal prosecution.

J. DEBTS DUE TO MINIMUM RENT TEMPORARY HARDSHIP

If the family requests a personal hardship situation, he/she will have the right to appeal and be heard by a panel of GDPM staff to consider the exception

Should the family's income change during the course of the repayment agreement term, the monthly payment will not be altered or adjusted.

K. **OWNER DEBTS TO GDPM** [24 CFR 982.453(b)]

If GDPM determines that the owner has retained housing assistance or claim payments the owner is not entitled to, GDPM may reclaim the amounts from future housing assistance or claim payments owed the owner for any units under contract.

If future housing assistance or claim payments are insufficient to reclaim the amounts owed, GDPM will:

Request the owner to pay the amount in full within 30 days.

Restrict the owner from future participation until the balance is paid in full.

L. **WRITING OFF DEBTS**

Debts will be written off if the debtor is deceased.

M. **DEBT OWED BY APPLICANTS ON WAITING LIST**

If it is determined that an applicant on the Housing Choice Voucher waiting list owes a debt to GDPM from residing in GDPM housing or Northland Village the client will be required to pay the balance in full before they can be issued a Housing Choice Voucher.

Applicants who are found to owe a debt to GDPM will be sent a letter giving them one (1) year from the date of the letter to pay the balance in full or they will be removed from the Housing Choice Voucher wait list. If the applicant pays the debt within the year they will be placed back in active status on the wait list. Their placement on the list will be based on their date and time of application and any preferences for which the client qualifies. If the applicant does not pay the balance within the year, their application will be withdrawn from the waiting list.

If an applicant is already active in the Housing Choice Voucher program and a prior debt to GDPM is found, the client will be offered an opportunity to enter into a repayment agreement using the regulations described in Section A of this chapter.

Chapter 25
OWNER DISAPPROVAL AND RESTRICTION

[24 CFR 982.54, 982.306, 982.453]

INTRODUCTION

It is the policy of GDPM to recruit its owners to participate in the voucher program. GDPM will provide owners with prompt and professional service in order to maintain an adequate supply of available housing throughout the jurisdiction of GDPM. The regulations define when GDPM must disallow an owner participation in the program, and they provide GDPM discretion to disapprove or otherwise restrict the participation of owners in certain categories. This chapter describes the criteria for owner disapproval, and the various penalties for owner violations.

A. DISAPPROVAL OF OWNER [24 CFR 982.306, 982.54(d)(8)]

The owner does not have a right to participate in the program. For purposes of this section, "owner" includes a principal or other interested party.

GDPM will disapprove the owner for the following reasons:

HUD or other agency directly related has informed GDPM that the owner has been disbarred, suspended, or subject to a limited denial of participation under 24 CFR part 24.

HUD has informed GDPM that the Federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other Federal equal opportunity requirements and such action is pending.

HUD has informed GDPM that a court or administrative agency has determined that the owner has violated the Fair Housing Act or other Federal equal opportunity requirements.

Unless their lease was effective prior to June 17, 1998, the owner may not be a parent, child, grandparent, grandchild, sister or brother of any family member. GDPM will waive this restriction as a reasonable accommodation for a family member who is a person with a disability.

In cases where the owner and tenant bear the same last name, GDPM may, at its discretion, require the family and or owner to certify whether they are related to each other in any way.

The owner has committed fraud, bribery or any other corrupt act in connection with any Federal housing program.

The owner has engaged in drug-related criminal activity or any violent criminal activity.

The owner has a history or practice of renting units that fail to meet State or local housing codes. History or practice is defined as four or more consecutive failed inspections for the same unit.

The owner has a history or practice of failing to terminate tenancy of tenants of units assisted under Section 8 or any other federally assisted housing program for activity by the tenant, any member of the household, a guest or another person under the control of any member of the household that:

Threatens the right to peaceful enjoyment of the premises by other residents;

Threatens the health or safety of other residents, of employees of GDPM, or of owner employees or other persons engaged in management of the housing.

Threatens the health or safety of, or the right to peaceful enjoyment of their residences, by persons residing in the immediate vicinity of the premises; or

Is drug-related criminal activity or violent criminal activity;

The owner has not paid State or local real estate taxes, fines or assessments.

B. OWNER RESTRICTIONS AND PENALTIES [24 CFR 982.453]

If an owner has committed fraud or abuse or is guilty of frequent or serious contract violations, GDPM will restrict the owner from future participation in the program for a period of time commensurate with the seriousness of the offense. GDPM may also terminate some or all contracts with the owner.

Before imposing any penalty against an owner GDPM will review all relevant factors pertaining to the case, and will consider such factors as the owner's record of compliance and the number of violations.

See Program Integrity Addendum for guidance as to how owner fraud will be handled.

C. CHANGE IN OWNERSHIP

A change in ownership does not require execution of a new contract and lease.

GDPM may approve the assignment of the HAP contract at the old owner's request. GDPM may approve the assignment, since they are a party to the contract. GDPM may deny approval of assignment of the contract, for any of the reasons listed in Section A. of this chapter.

GDPM will process a change of ownership if accompanied by a copy of the escrow statement or other document showing the transfer of title, recorded deed and the employee identification number or social security number of the new owner.

Chapter 26

TRANSFER POLICY

There are certain categories of applicant/participant families who will not go on the waiting list but will be offered a Voucher before an available Voucher is issued to the next family on GDPM's waiting list.

If GDPM has these situations, the applicant/participant family will be offered an available Voucher in this order:

1. A participant family who requires a change in Certificate or Voucher size and also is living in a unit which is now overcrowded according to Housing Quality Standards (applicable to both Certificates and Vouchers) or under-occupied (in the Certificate Program only) for its family size.
2. A participant family who requires a change in Certificate or Voucher size but is not living in a unit which is overcrowded (according to Housing Quality Standards) or under occupied or a participant family with a Voucher who requires a change in Voucher size and is living in a unit which is under occupied.
3. Any participant family who requires a transfer under the Violence against Woman Act (VAWA) will be allowed to request to move by providing the GDPM with the HUD approved certification form 50006. Please refer to GDPM's VAWA Transfer Policy located at the end of this chapter.
4. GDPM will provide portability assistance to a family that has moved out of its assisted unit in violation of the lease under the Violence Against Woman Act (VAWA) creates an exception to this prohibition for families that are otherwise in compliance with their obligations under the Housing Choice Voucher Program but have moved out of their assisted unit in order to protect the health or safety of an individual who is or has been the victim of domestic violence, dating violence, or stalking and who reasonably believed he or she was imminently threatened by her from further violence if he or she remained in the assisted dwelling unit.
5. To ensure that individuals who are potentially displaced due to acquisition of property with financial assistance from the US Department of Housing and Urban Development have adequate housing choice; the Dayton Metropolitan Housing Authority may choose to offer displaced individuals a housing choice voucher.

Under Chapter 3: Relocation Payments -Families and Individuals; 3-4(b)3 Agencies are encouraged to offer HCV to displaced tenants pursuant to Section 8 of the United States Housing Act of 1937, as amended, and to offer referrals to comparable replacement dwellings whose landlords are willing to participate in the HCV program. The client must meet all Housing Choice Voucher Program eligibility criteria in order to receive this voucher

6. Dayton Metropolitan Housing Authority may choose to offer vouchers to residents living in public housing that will be displaced by HUD approved demolition and or disposition activities requiring the relocation of residents as called for under Section 18 of the Housing Act of 1937 as amended by the Quality Housing and Work Responsibility Act of 1998. The client must meet all Housing Choice Voucher program eligibility criteria in order to receive this voucher and vouchers must be available.
7. US Department of HUD and Urban Development invites the housing authority to administer vouchers for families that have been affected by eminent domain. Dayton Metropolitan Housing Authority will provide assistance to these qualified families. The client must meet all Housing Choice Voucher Program eligibility criteria in order to receive this voucher.

Greater Dayton Premier Management

Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual
Assault, or Stalking

Emergency Transfers

Greater Dayton Premier Management (GDPM) is concerned about the safety of its participants, and such concern extends to participants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act (VAWA)⁷, GDPM allows participants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the participant's current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation⁸. The ability of GDPM to honor such request for participants currently receiving assistance, however, may depend upon a preliminary determination that the participant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking.

This plan identifies participants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to participants on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development

⁷ Despite the name of this law, VAWA protection is available to all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

⁸ Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

(HUD), the Federal agency that oversees that **Housing Choice Voucher Program** is in compliance with VAWA.

Eligibility for Emergency Transfers

A participant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L is eligible for an emergency transfer, if: the participant reasonably believes that there is a threat of imminent harm from further violence if the participant remains within the same unit. If the participant is a victim of sexual assault, the participant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar day period preceding a request for an emergency transfer.

A participant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan.

Participants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

Emergency Transfer Request Documentation

To request an emergency transfer, the participant shall notify GDPM's management office and submit a written request for a transfer to their Housing Choice Voucher case manager, or at 400 Wayne Ave. Dayton, OH 45410. GDPM will provide reasonable accommodations to this policy for individuals with disabilities. The participant's written request for an emergency transfer should include either:

1. A statement expressing that the participant reasonably believes that there is a threat of imminent harm from further violence if the participants were to remain in the same dwelling unit assisted under GDPM's program; OR
2. A statement that the participant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period proceeding the participant's request for an emergency transfer.

Confidentiality

GDPM will keep confidential any information that the participant submits in requesting an emergency transfer, and information about the emergency transfer, unless the participant gives GDPM written permission to release the information on a time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the participant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the participant. See the Notice of Occupancy Rights under the Violence Against Women Act For All Participants for more information about GDPM's responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

Emergency Transfer Timing and Availability

GDPM cannot guarantee that a transfer request will be approved. GDPM will, however, act as quickly as possible to provide a voucher to relocate one who is a victim of domestic violence, dating violence, sexual assault, or stalking so that that individual may be relocated to another dwelling.

At the participant's request, GDPM will also assist participants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

Safety and Security of Participants

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

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

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

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

You may also contact **Artemis Domestic Violence Center at 937-431-4537**

Chapter 27

MONITORING PROGRAM PERFORMANCE

Monthly statistical reports are maintained and monitored for reviewing the waiting list, the outstanding Vouchers, and the utilization reports to assure achievement of the outreach goal and the leasing schedule.

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

GDPM will conduct supervisory quality control Housing Quality Standard inspections in accordance with SEMAP regulations.

There will also be a random audit of the following number of tenant files to assure all program requirements have been met and processed properly:

applicants entering the program: 10 per quarter
recertifications completed: 40 per quarter
families currently receiving assistance who requested to move: 3 per quarter
leasing: 10 per quarter
terminations from the program: 8 per quarter
inspections scheduled: 5 new/moving families and 10 recertifications per quarter
special programs (SRO, PBC, family unification): 2 per quarter

A. **50058 Submittal**

A HUD Form 50058 is to be completed for each family at the time of:

new admissions
Interim
Redeterminations
portability move outs
annual recertification

portability move ins

end of participation

FSS participation

The forms must be submitted by the tenth of each month to the appropriate reporting site as directed by HUD.

B. RECORDS FOR MONITORING GDPM PERFORMANCE

In order to demonstrate compliance with HUD and other pertinent regulations, GDPM will maintain records, reports and other documentation for a time that is in accordance with HUD requirements and in a manner that will allow an auditor, housing professional or other interested party to follow, monitor and or assess GDPM's operational procedures objectively and with accuracy.

Records and reports will be maintained for the purpose of:

- Demonstrating that at least 98% of families were selected from the waiting list in accordance with the Admin Plan policies and met the correct selection criteria.
- Determining that at least 98% of randomly selected tenant files indicate that the HA approved reasonable rents to owner at the time of initial lease-up and before any increase in rent.
- Monitoring GDPM's practices for obtaining income information, proper calculation of allowances and deductions, and utility allowances used to determine adjusted income for families.
- Demonstrating that GDPM has analyzed utility rates locally to determine if there has been a change of 10% or more since the last time the utility schedule was revised.
- Determining that during the fiscal year GDPM performs supervisory HQS quality control inspections in accordance with SEMAP regulations.
- Determining that a review of selected files indicate that for at least 98% of failed inspections, GDPM ensures timely correction of HQS deficiencies or abates HAPs or takes vigorous action to enforce family obligations.

- Demonstrating that GDPM provides families and owners information that actively promotes the deconcentration of assisted families in low-income neighborhoods.
- Demonstrating that Voucher payment standards are between 90-110% of the current FMR/exception rent limit unless otherwise approved by HUD.
- Demonstrating that 96-100% of reexams are processed on time.
- Demonstrating that less than 2% of all tenant files have rent calculation discrepancies.
- Demonstrating that 100% of newly leased units passed HQS inspections before HAP contract date.
- Demonstrating that GDPM performs annual/biennial HQS inspections on time for 100% of an units under contract.
- Demonstrating that GDPM leases 90 - 100% of budgeted units during the fiscal year.
- Determining that GDPM has filled 80 -100% of its FSS slots
- Demonstrating that at least 30% of GDPM's FSS participants have escrow account balances.

C. QUALITY CONTROL INSPECTIONS POLICY

The purpose of the quality control inspection is to ascertain that each inspector is conducting accurate and complete inspections, and to ensure that there is consistency among inspectors in application of HQS.

1. The quality control inspection will be performed by a qualified person, who will re-inspect a sample of units under contract during the fiscal year.
 - a. The inspector will use the minimum sample size as required for the quality control inspections pursuant to the SEMAP regulations.
 - b. The re-inspected sample will be drawn from recently completed HQS inspections performed during the three (3) months preceding the re-inspection.
 - c. The re-inspected sample will represent a cross section of inspectors and neighborhoods.
2. The quality control HQS inspection will be recorded using the Yardi Inspections module.

3. GDPM will monitor the quality control inspections using the QC Summary Log.
4. Scheduling the Quality Control Inspection
 - a. The inspector shall notify the family and owner in writing at least 14 days prior to the quality control inspection.
 - b. The family must allow GDPM or its contractor, to inspect the unit at reasonable times with reasonable notice.
 - i. GDPM has established that the reasonable hours to conduct quality control inspections are between 8:00a.m. and 5:00 p.m. on weekdays.
 - ii. If the family does not contact the GDPM to reschedule the quality control inspection or if the inspector is unable to gain access to the unit to conduct the biennial inspection, GDPM will consider the inspection as a missed appointment.
 - c. The inspector will reschedule one (1) quality control inspection.
 - i. If the family misses the rescheduled quality control inspection appointment, the family will have violated an obligation of the family and their assistance may be terminated in accordance with the termination procedures in this Administrative Plan.
5. The quality control inspection will be compared to the biennial/annual inspection recently completed.
 - a. Discrepancies between the two inspection reports will be evaluated.
 - b. Discrepancies categorized as inspector error are catalogued and reviewed with the inspector. The review is to be instructional and informational, not punitive.

Chapter 28
MODERATE REHABILITATION PROGRAM

The Moderate Rehabilitation program has been under contract since 1982. The process required for costs estimates, rehabilitation, etc., will not be covered in this Administrative Plan since this process has already been completed and will not be required in the future.

A. FAMILY PARTICIPATION

The processes contained in the existing Section 8 Program Administrative Plan will be continued. The additional items required of the Moderate Rehabilitation Program are described below.

Families on the GDPM waiting list will be invited to apply with the owners of Moderate Rehabilitation units as the need arises.

Upon notification of an available unit, applicants on the waiting list will be questioned by GDPM as to their desire for such a unit. Referrals will be made to the owner in groups of three (3). No certificate holders will be referred to this program unless the family specifically requests referral after unsuccessful attempts to find a suitable existing Section 8 unit. If the referrals made to the owner do not result in a suitable family for the unit after 30 days from the date of referrals, the owner will have the opportunity to refer eligible families into our office. An owner cannot refer a family into our office for eligibility consideration that has been previously terminate from any housing assistance payments program due to noncompliance or the family's request. A moratorium of one year from the date of termination will be placed on families who fall into the above category.

All applications of persons with disabilities will be so identified and referrals made as requested from owners of modified units. The Section 8 Manager will be responsible for this action.

Eligible families who notify the owner of their desire to move within the terms of their lease will be referred to the next available Moderate Rehabilitation unit as if they were next on the waiting list.

Upon identification of an assisted family who is forced to move through no fault of their own, an interoffice memo will be sent to the GDPM Occupancy Manager informing their department that the family is to be offered the next available conventional unit as if they were next on the waiting list. Simultaneously, the family will be referred to the owner of any appropriate Moderate Rehabilitation unit that is available or about to become available. If the family is not adequately housed when the next appropriately sized existing Section 8 certificate or voucher becomes available, they will receive that certificate or voucher.

B. ADJUSTMENTS OF UTILITY ALLOWANCES AND RENTS

The utility allowance schedule and adjustments described in this Administrative Plan will be utilized in this program.

Approving utility allowances will be implemented with the tenant's next annual reexamination following the approval.

C. MONITORING

Maintenance and management complaints will be investigated by on-site inspections. Failure to take corrective action would be a violation of the contract and reason for termination.

GDPM will respond to violations of the HAP Contract by issuing and identifying the time limit for correction. Any requests for extensions will be reviewed by the Section 8 Manager. All violations must be corrected within a 60 day maximum time period. A reinspection will be conducted at that time and the violation will be corrected or the contract will be terminated.

Should this action take place, the family occupying the unit in violation will be issued a certificate with the funding that will be available from the terminated contract. The contract will be tracked by a special number at the end of the HAP Contract Number to identify that the family is participating under the Section 8 existing program with Moderate Rehabilitation funding. All regulations and procedures will be followed as if the family is a certificate holder in the existing Section 8 program.

Chapter 29
SINGLE ROOM OCCUPANCY PROGRAM

The Single Room Occupancy program has been under contract since 1994. The process required for costs estimates, rehabilitation, etc., will not be covered in this Administrative Plan since this process has already been completed and will not be required in the future.

GDPM will use a separate lease and housing assistance payment contract for each assisted person residing in a SRO unit. [24 CFR 982.603]

SRO Rent and Housing Assistance Payment [24 CFR 982.604]

Pre-merger Regular Certificate Program

The payment standard for SRO housing is 75 percent of the zero bedroom FMR.

Utility Allowance

The utility allowance for an assisted person residing in SRO housing is 75 percent of the zero bedroom utility allowance.

Housing Quality Standards

GDPM will ensure that all SRO units approved for the program are in compliance with all of the Housing Quality Standards for SROs as regulated in 24 CFR 982.605.

A. FAMILY PARTICIPATION

The processes contained in the existing Section 8 Program Administrative Plan will be continued. The additional items required of the Single Room Occupancy Program are described below.

Families on the GDPM waiting list will be invited to apply with the owners of Single Room Occupancy programs as the need arises.

Upon notification of an available unit, applicants on the waiting list will be questioned by GDPM as to their desire for such a unit. Referrals will be made to the owner in groups of three (3). No voucher holders will be referred to this program unless the family specifically requests referral after unsuccessful attempts to find a suitable existing Section 8 unit. If the referrals made to the owner do

not result in a suitable family for the unit after 30 days from the date of referrals, the owner will have the opportunity to refer eligible families into our office. An owner cannot refer a family into our office for eligibility consideration that has been previously terminated from any housing assistance payments program due to noncompliance or the family's request. A moratorium of one year from the date of termination will be placed on families who fall into the above category.

Upon identification of an assisted family who is forced to move through no fault of their own, an interoffice memo will be sent to the GDPM Occupancy Supervisor informing their department that the family is to be offered the next available conventional unit as if they were next on the waiting list. If the family is not adequately housed when the next appropriately sized existing Section 8 voucher becomes available, they will receive that voucher.

B. ADJUSTMENTS OF UTILITY ALLOWANCES AND RENTS

The utility allowance schedule and adjustments described in this Administrative Plan will be utilized in this program.

Approving utility allowances will be implemented with the tenant's next annual reexamination following the approval.

C. REEXAMINATION OF FAMILY INCOME AND COMPOSITION

GDPM must reexamine the income and composition of all families at least once every 12 months. After consultation with the family and upon verification of the information, GDPM will make appropriate adjustments in the total tenant payment and determine whether the family's unit size is still appropriate for the family. GDPM will adjust the tenant rent and the housing assistance payment to reflect any change in the total tenant payment.

The family must supply any information requested by GDPM or HUD concerning changes in income. If GDPM receives information concerning a change in the family's income or other circumstances between regularly scheduled reexaminations, GDPM will consult with the family and make any adjustments determined to be appropriate. Any change in the family's income or other circumstances that results in an adjustment in the total tenant payment, tenant rent, and housing assistance payments must be verified.

The family must disclose and verify social security numbers and must sign and submit consent forms for obtaining information with 24 CFR part 760 and 24 CFR part 813.

A family's eligibility for housing assistance payments shall continue until the total tenant payment equals the gross rent. The termination of eligibility at such point will not affect the family's other

rights under its lease, nor will such termination preclude the resumption of payments as a result of later changes in income, rents, or other relevant circumstances during the term of the HAP contract.

However, eligibility also may be terminated in accordance with HUD requirements for such reasons as failure to submit requested verification information.

D. OVERCROWDED AND UNDEROCCUPIED UNITS

If GDPM determines that a contract unit is not decent, safe, and sanitary because of an increase in family size that causes the unit to be overcrowded or that a contract unit is larger than appropriate for the size of the family in occupancy under GDPM's subsidy standards, housing assistance payments with respect to the unit may not be terminated for this reason. The owner, however, must offer the family a suitable alternative unit if one is available and the family shall be required to move. If the owner does not have available a suitable unit within the family's ability to pay the rent, GDPM (if it has sufficient funding) must offer Section 8 assistance to the family or otherwise assist the family in locating other standard housing in GDPM's jurisdiction within the family's ability to pay and require the family to move to such a unit as soon as possible. The family must not be forced to move, nor shall housing assistance payments under the HAP contract be terminated for the reasons specified here, unless the family rejects, without good reason, the offer of a unit that GDPM judges to be acceptable.

E. RENT ADJUSTMENTS

Rent adjustments are subject to HUD guidelines with respect to rents changed for other subsidized or conventional housing units within GDPM's jurisdiction.

Request for annual increases must be submitted, in writing, to GDPM prior to the anniversary date of the contracted unit. Increases will be granted using the applicable Annual Adjustment Factors most recently published.

Contract rents are subject to post-audit change including the correction of errors in establishing the initial contract rent or in adjusting the contract rents.

Special rent adjustments may be made by GDPM, with HUD approval, in accordance with 24 CFR 882.715 (2) (2).

F. LEASE TERMS

The lease term must be for one year or the remaining term of the contract if the remaining term of the contract is less than one year.

After the first year of occupancy, a family may terminate the lease by providing the owner and GDPM at least a 30 day notice to vacate and no more than a 60 day notice to terminate. Notices to terminate by the tenant are irrevocable unless mutually agreed that the notice be withdrawn, in writing, by the tenant and the owner. If such agreement are not submitted timely (at least 15 days prior to the terminate date), papers will be issued and processed as if a new tenant is to occupy the unit. The family will be responsible for the contract rent during the interim between the termination date and the date a new lease is executed and signed.

The owner may terminate a lease within the first year of occupancy with good cause (family malfeasance) through the eviction process.

The owner may offer the family a new lease with at least a 60 day written notification prior to the commencement date of the new lease. Sufficient time for a response from the tenant will be specified in the request. Failure of the family to respond or accept the new lease shall be grounds for "other good cause" termination of tenancy by the owner.

Through a written mutual agreement, the lease may be terminated. Such agreements must be submitted a minimum of 30 days prior to the date of termination. Such agreements relieve the tenant and GDPM from any obligation for unpaid rent or damages that may be found after the move out. No move out inspections will be performed on units where mutual termination agreements have been executed.

G. MONITORING

Maintenance and management complaints will be investigated by on-site inspections. Failure to take corrective action would be a violation of the contract and reason for termination.

GDPM will respond to violations of the HAP Contract by issuing and identifying the time limit for correction. Any requests for extensions will be reviewed by the Section 8 Manager. All violations must be corrected within a 60 day maximum time period. A reinspection will be conducted at that time and the violation will be corrected or the contract will be terminated.

Should this action take place, the family occupying the unit in violation will be issued a voucher with the funding that will be available from the terminated contract. The contract will be tracked by a special number at the end of the HAP Contract Number to identify that the family is participating under the Section 8 existing program with Single Room Occupancy funding. All regulations and procedures will be followed as if the family is a voucher holder in the existing Section 8 program.

Chapter 30
PROJECT BASED CERTIFICATE PROGRAM

The project based certificate program has been under contract since 1994. The process required for costs estimates, rehabilitation, etc., is not be covered in this Administrative Plan since this process has already been completed and will not be required in the future.

A. REDUCTION OF NUMBER OF UNITS COVERED BY HAP CONTRACT

Owners must lease all assisted units under HAP contract to eligible families. Leasing of vacant, assisted unit to ineligible tenants is a violation of the HAP contract and grounds for all available legal remedies, including suspension or debarment from HUD programs and reduction of the unit or units under the HAP contract. Once GDPM has determined that a violation exists, GDPM will notify the HUD field office of its determination and the suggested remedies. At the direction of the HUD field office, GDPM will take the appropriate action.

If, at any time beginning 180 calendar days after the effective date of the HAP contract, the owner fails for a period of 180 continuous calendar days to have the assisted units leased to families receiving housing assistance or to families who were eligible when the initially leased the unit but are no longer receiving housing assistance, GDPM may, on at least 30 calendar days notice, reduce the number of units to the number of units actually leased or available for leasing by eligible families plus 10 percent (rounded up). If the owner has only one unit under HAP contract and if one year has elapsed since the date of the last housing assistance payment, the HAP contract may be terminated with the consent of the owner.

GDPM will agree to an amendment of the HAP contract to provide for subsequent restoration of any reduction made if GDPM determines that the restoration is justified by demand, the owner otherwise has a record or compliance with obligations under the HAP contract, and contract authority is available.

B. RESPONSIBILITIES OF GDPM

GDPM will:

brief the family regarding their obligations under the project-based certificate program;

approve contract rent adjustments, and make rent reasonableness determinations for unit which are not Housing Authority owned; inspect the units during the term of the HAP contract; and

ensure that the amount of assistance that is attached to units is within the amounts available under the ACC.

When a family is selected to occupy a project-based unit, GDPM will provide the family with information concerning the tenant rent and any applicable utility allowance and a copy of the HUD prescribed lead-based paint brochure. The family must also, wither in a group or individual sessions, be provided with a full explanation of the following:

family and owner responsibilities under the lease and HAP contract;

information on Federal, State, and local equal opportunity laws;

the fact that the subsidy is tied to the unit, that the family must occupy a unit constructed or rehabilitated under the program, and that a family that moves from the unit does not have any right to continued assistance;

the likelihood of the family receiving a Housing Choice Voucher after the HAP contract expires;

the family's option under the program, if the family is required to move because of a change in family size or composition;

information on GDPM's procedures for conducting informal hearings for participants, including a description of the circumstances in which GDPM is required to provide the opportunity for an informal hearing, and of the procedures for requesting a hearing.

C. FILLING VACANCIES

Upon notification of a vacancy, GDPM will refer to the owner appropriate-sized families from its waiting list. There will be at least three applicants referred to the owner for each vacant unit. Owners will in turn advise GDPM of the acceptance or denial of each applicant after conducting proper screening.

In the event that no applicants have been accepted after thirty days, the owner may make his own referrals to GDPM who will screen the owner's referral for program eligibility (24 CFR 882.753). An owner cannot refer a family into our office for eligibility consideration that has been previously terminated from any housing assistance payments program due to noncompliance or the family's

request. A moratorium of one year from the date of termination will be placed on families who fall into the above category.

The owner is responsible for screening and selection of tenants. The owner must adopt written tenant selection procedures that are consistent with the purpose of improving housing opportunities for very low-income families and reasonably related to program eligibility and an applicant's ability to perform the lease obligations.

The owner must promptly notify, in writing, any rejected applicant of the grounds for any rejection. If the owner rejects an application from the family who believes that the rejection was a result of unlawful discrimination, the family may request the assistance of GDPM In resolving the issue. The family may also file a discrimination complaint with the HUD field office or exercise other rights provided by law.

D. TERMINATION OF PARTICIPATION

Families may be terminated or withdrawn from the program when:

1. a preponderance of evidence exists involving the tenant, member of the household, or guests, in drug-related activities on or in the rental property; or if the tenant or members of the household have had such involvement in the larger community and evidence is presented to support termination action.
2. a preponderance of evidence exists involving the tenant, members of the household or guests, in violent criminal activity in or on the rental property; or where such evidence exists involving the tenant or members of the household in the larger community. Examples of violent crimes are but not limited to: child abuse or molestation, rape, assault with a deadly weapon, grand theft, theft by use of a deadly weapon, etc.
3. a family fails to meet its obligation under the terms of the Family Responsibility Statement.

E. TERMINATION OF CONTRACT BY GDPM

Termination of contract by GDPM may be attached when an owner does not maintain the housing unit(s) in accordance with GDPM's Housing Quality Standards (1-IQS). If, after a second inspection a unit fails, payments will be abated. The owner is then responsible for contacting GDPM for a final inspection within 15 working days. If the owner fails to reschedule a reinspection, or the unit fails for a third time, GDPM, at its discretion may provide the owner with a 30 day notice of termination for the failing unit. Should conditions mandate, such action may

be instituted against more than one unit. If the owner has not complied prior to the established deadline, no further HAP payments will be authorized for the failing unit(s). The Certificate Voucher will be withdrawn from the project-based program and reissued to the tenant who may seek other housing under the existing program unless GDPM has determined that it does not have sufficient funding for continued assistance for the family.

If the unit is not occupied by an assisted family at the time of contract termination, then the available funds under the ACC that were previously committed for support of the project-based assistance for the unit will be used for GDPM's certificate program.

F. INSPECTIONS

After the initial lease up, units must be maintained in accordance with GDPM's HQS. Should a unit fail to meet these standards, payments may be abated or the contract for that unit may be terminated.

G. REEXAMINATION OF FAMILY INCOME AND COMPOSITION

GDPM must reexamine the income and composition of all families at least once every 12 months. After consultation with the family and upon verification of the information, GDPM will make appropriate adjustments in the total tenant payment and determine whether the family's unit size is still appropriate for the family. GDPM will adjust the tenant rent and the housing assistance payment to reflect any change in the total tenant payment.

The family must supply any information requested by GDPM or HUD concerning changes in income. If GDPM receives information concerning a change in the family's income or other circumstances between regularly scheduled reexaminations, GDPM will consult with the family and make any adjustments determined to be appropriate. Any change in the family's income or other circumstances that results in an adjustment in the total tenant payment, tenant rent, and housing assistance payments must be verified.

The family must disclose and verify social security numbers and must sign and submit consent forms for obtaining information with 24 CFR part 760 and 24 CFR part 813.

A family's eligibility for housing assistance payments shall continue until the total tenant payment equals the gross rent. The termination of eligibility at such point will not affect the family's other rights under its lease, nor will such termination preclude the resumption of payments as a result of later changes in income, rents, or other relevant circumstances during the term of the HAP contract. However, eligibility also may be terminated in accordance with HUD requirements for such reasons as failure to submit requested verification information.

H. OVERCROWDED AND UNDEROCCUPIED UNITS

If GDPM determines that a contract unit is not decent, safe, and sanitary because of an increase in family size that causes the unit to be overcrowded or that a contract unit is larger than appropriate for the size of the family in occupancy under GDPM's subsidy standards, housing assistance payments with respect to the unit may not be terminated for this reason. The owner, however, must offer the family a suitable alternative unit if one is available and the family shall be required to move. If the owner does not have available a suitable unit within the family's ability to pay the rent, GDPM (if it has sufficient funding) must offer Section 8 assistance to the family or otherwise assist the family in locating other standard housing in GDPM's jurisdiction within the family's ability to pay, and require the family to move to such a unit as soon as possible. The family must not be forced to move, nor shall housing assistance payments under the HAP contract be terminated for the reasons specified here, unless the family rejects, without good reason, the offer of a unit that GDPM judges to be acceptable.

I. RENT ADJUSTMENTS

Rent adjustments are subject to HUD guidelines with respect to rents changed for other subsidized or conventional housing units within GDPM's jurisdiction.

Request for annual increases must be submitted, in writing, to GDPM prior to the anniversary date of the contracted unit. Increases will be granted using the applicable Annual Adjustment Factors most recently published.

Contract rents are subject to post-audit change including the correction of errors in establishing the initial contract rent or in adjusting the contract rents.

Special rent adjustments may be made by GDPM, with HUD approval, in accordance with 24 CFR 882.715 (2) (2).

J. LEASE TERMS

The lease term must be for one year or the remaining term of the contract if the remaining term of the contract is less than one year.

After the first year of occupancy, a family may terminate the lease by providing the owner and GDPM at least a 30 day notice to vacate and no more than a 60 day notice to terminate. Notices to terminate by the tenant are irrevocable unless mutually agreed that the notice be withdrawn, in writing, by the tenant and the owner. If such agreement are not submitted timely (at least 15 days prior to the terminate date), papers will be issued and processed as if a new tenant is to occupy the

unit. The family will be responsible for the contract rent during the interim between the termination date and the date a new lease is executed and signed.

The owner may terminate a lease within the first year of occupancy with good cause (family malfeasance) through the eviction process.

The owner may offer the family a new lease with at least a 60 day written notification prior to the commencement date of the new lease. Sufficient time for a response from the tenant will be specified in the request. Failure of the family to respond or accept the new lease shall be grounds for "other good cause" termination of tenancy by the owner.

Through a written mutual agreement, the lease may be terminated. Such agreements must be submitted a minimum of 30 days prior to the date of termination. Such agreements relieve the tenant and GDPM from any obligation for unpaid rent or damages that may be found after the move out. No move out inspections will be performed on units where mutual termination agreements have been executed.

K. PARTICIPATING FAMILIES

Families participating in GDPM's PBC program will not be restricted from applying for and receiving those services provided under family oriented initiatives implemented such as Family Self Sufficiency. Any social services, job training, educational, counseling, etc., programs administered by GDPM will be offered to participants in the PBC program administered by GDPM, unless otherwise prohibited by HUD.

Chapter 31
FAMILY UNIFICATION PROGRAM

GDPM has been awarded Housing Vouchers to use in conjunction with the Family Unification Program. GDPM will work with the Montgomery County Children's Service (MCCS) department to provide affordable housing resources for very low income renters for whom the lack of adequate housing is a primary factor in having their children released from out-of-home care.

MCCS case reviewers review all cases which have been approved for reunification where reunification has not been achieved to determine whether the lack of housing is preventing implementation of the reunification plan. Eligible families will be all families whose children are at risk of placement and have inadequate housing or who are engaged in reunification activities for whom a case plan goal of adequate housing is identified.

MCCS case reviewers will be required to indicate if the family appears to have substantially met the other objectives of their case plan. Families who have substantially met the case plan and still need housing will be reviewed by MCCS Case Review Services. If the reviewer concurs with the staff assessment of reunification readiness, a meeting with the caseworker and reviewer will be held to determine whether the family is able to maintain adequate housekeeping standards. Upon agreement that the above criteria are met, the reviewer will certify the family eligibility and refer the case to GDPM for approval for Section 8.

Once a family has been referred to GDPM, all eligibility requirements will be reviewed as outlined in Chapter 4 of this Plan. Once determined eligible, a family will be required to attend a briefing session and will be issued a Housing Voucher.

MCCS currently has a staff person who is committed full-time to seeking housing for clients. This position is located within their In-Home Services Department. Currently, cases are prioritized so that any family who is homeless or about to become homeless, while the case is being served in their Intake Department, are the priority for intensive assistance. This person works closely with area homeless shelters so that service activity is not duplicated. In addition, on a weekly basis, available housing stock is updated and provided to supervisory staff so that case workers can also assist clients in their search for adequate, affordable housing.

Once a family has located a suitable unit, a Request for Approval of Tenancy will be submitted to GDPM. All policies and procedures outlined in Chapter 12 and 13 of this Plan will be followed.

MCCS has an additional support staff to assist clients with concrete resources: i.e., utilities, furnishings and appliances so that the family unity can be sustained or achieved.

If, during the course of the contract, a family should have their children placed in foster care, their family household will be reviewed. If it is determined that the children will not be reunified with

the head of household, they will be reissued a Housing Voucher appropriate to their new family size and will be removed from the family unification allocation.

Chapter 32
FAMILY SELF-SUFFICIENCY ACTION PLAN

A. **PURPOSE**

The purpose of the Family Self-Sufficiency Program (FSS) is to establish a partnership between public agencies, private corporations, and Dayton Metropolitan Housing Authority (GDPM). This collaborative makes every effort to sense, serve, and satisfy the needs and wants of low income families who are eligible for rental subsidy under Section 8 programs, by providing comprehensive supportive services. It is intended that these services will foster among the FSS participants self-sufficiency and economic independence that will position the family to break the cycle of dependency on public assistance and rental subsidy programs.

B. **NEEDS ASSESSMENT FOR THE FSS PROGRAM**

Currently there are approximately 3,506 Voucher households in GDPM's jurisdiction. The racial composition of our Section 8 programs is 15% white, 84% African-American, and 1% other. The problems of low-income families living in Montgomery County are varied:

- Many families lack the education, training, and skills to compete for employment. They lack resources to pay for transportation, clothing, and childcare while seeking or holding a job.
- The lack of skills necessary to be competitive in the job market perpetuates the inability of families to earn sufficient income to break the cycle of dependency on public assistance and rental subsidy programs.

A variety of services including childcare, after school care, career testing assessments, work place literacy and work readiness programs, and life skills training are needed so that individuals can live up to their potential, build greater self-esteem, and finally open the doors of opportunity. Individuals will require meaningful employment with options to advance, while providing subsistence and comprehensive health benefits.

The extensive need for services will require years of supportive services. GDPM estimates that 70 families will participate and receive services during the program's operation. This will, of course, depend on the availability and allocation of vouchers. The supportive agencies are prepared to provide services for the program participants.

C. PROGRAM COORDINATING COMMITTEE CPCC

The role of the PCC is to secure commitments from public and private resources and to implement the program's action plan. The PCC met monthly beginning March 1994, until the program began running smoothly. As the program has matured, smaller working committees, particularly those which interface directly with the clients or the FSS Coordinator (see below, Staffing Implementation Schedule, VII) have been formed. The FSS Coordinator has the authority to call the PCC together on an as needed basis, when applicable, to meet more than or less than monthly according to the current goals and needs.

D. EMPLOYMENT TRAINING AND EDUCATION

As part of the PCC, the Legal Aid Society, Prestige Construction, Educational Opportunity Center, City Commission, Planned Parenthood, the City of Dayton, Family Service Association, OSU Extension, Montgomery County Human Services, Supportive Council of Preventative Effort (SCOPE), Miami Valley Career Technology Center, Combined Health District of Montgomery County, Miami Valley Child Development Center, Alcohol Drug Abuse and Mental Health Services (ADAMI-IS) and GDPM work closely with the FSS Program Coordinator to provide integrated employment training, education, and job referrals to FSS program participants.

E. HOUSING

Within the PCC, GDPM will be responsible for the administration of the housing assistance.

F. COMMITMENT OF PRIVATE AND PUBLIC RESOURCES

Various Montgomery County social service agencies, as well as private corporations, have indicated a willingness to provide services for participants in the FSS program as part of the PCC. In addition to the employment and housing services noted above in IV, the following are brief descriptions of other services to be provided by local agencies. The PCC will strive continuously to add more agencies and private resources to cooperate with the program as it progresses.

Child Care and Head Start: Department of Human Services, SCOPE, Miami Valley Child Development Center, Melissa Bess Day Care Center

Work Place Literacy and Work Readiness Program: Department of Human Services, Roosevelt Center, Project READ, Dayton Urban League

Completion of Secondary or Post Secondary Education: Sinclair Community College, Wright State University, University of Dayton, Wilberforce College, Central State University, Miami Jacobs Junior College, ITT Technical Institute, Miami Valley Career Technology Center

Substance Abuse Treatment and Counseling and Crisis Management: A DAMHS (possible referrals to Day-Mont West, Inc., Good Samaritan Hospital, Project CURE, Eastway Mental Health Center)

Training in Life Management and Parenting Skills: Family Service Association, Dayton Board of Education Family Life Program, MCCA, Children Services Board, Attemis, OSU Extension, Womanlinc, St. Joseph's Treatment Center

Training in Money Management: Family Service Association, SCOPE, Dayton Board of Education Family Life Program, OSU Extension Master Money Management

Training in Household Management: Family Service Association, Children Services Board, Dayton Board of Education Family Life Program, SCOPE, OSU Extension

Opportunities for Homeownership: GDPM's New Visions to Homeownership in conjunction with St. Mary's Development Corp., City of Dayton, Builders Academy, HOPE programs

G. STAFFING & IMPLEMENTATION SCHEDULE

GDPM's staffing plan includes two FSS Coordinators from its own administrative fees, who are initially responsible for program development and case management. This position was filled April 4, 1994. The FSS Coordinator reports to the Family Self- Sufficiency Supervisor.

H. FSS PARTICIPANT

SELECTION Supportive Services

Families to be selected to participate in this program must be current Section 8 Certificate or Voucher holders. The FSS participant must be willing to sign a Contract of Participation and require at least one basic supportive service.

Basic supportive services include, but are not limited to:

- work place literacy and work readiness programs
- education for completion of secondary or post secondary schooling
- job training, preparation, and counseling
- job development and placement
- substance abuse treatment and counseling
- training/assistance in money management
- training/assistance in household management, nutrition and parenting skills
- training/assistance in life management skills
- child care / Head Start
- transportation needs health care services
- case management
- any other services and resources appropriate to assist participants i n achieving economic independence and self-sufficiency

Selection of Current Participants

Section 8 residents will be informed of the FSS program through presentations at reexamination briefings. Each resident receives an FSS fact sheet that provides information about the FSS program and contact information. Interested residents may make contact with the FSS Coordinator to schedule an appointment and receive application and personal assessment.

Motivational Screening Factors

1. Within the targeted and non-targeted selections, GDPM may use motivational screening factors to determine which families will be selected, and these factors can be tied to performance.
2. Failure to complete the specified tasks, or attend required appointments, for example, could result in the family not being selected to participate in the FSS program.
3. Acceptable motivational screening factors solely measure the family's interest and motivation to participation in the FSS program. These factors cannot be used to accept or deny a residents entrance into the program.
4. Motivational screening tasks must be:
 - Readily accomplishable by the family
 - Based on the family members' educational levels and any disabilities
5. Reasonable accommodations must be made for individuals with mobility, manual, sensory, speech impairments, mental or developmental disabilities.

Targeted Selections

1. GDPM will give a selection preference to families who have one or more family members currently enrolled in or on the waiting list for an FSS-related service program (e.g. JOBS, JTPA, MCCA).
2. This selection preference is limited to 50% of the total FSS slots.

Non targeted Selections

1. GDPM will fill non-targeted FSS slots on a first-come first-serve basis by call-in or walk-in response after the information is provided at the Section 8 briefing.
2. Any family wanting to participate in this program that was skipped due to the unavailability of a support service, may be provided a non-targeted FSS slot selection preference when the missing service becomes available.

Waiting List Maintenance

The Section 8 Voucher participants who express a desire to participate in the FSS program will be placed on a waiting list if the FSS Coordinator cannot accept them into the FSS program based on caseload.

Change in Family Composition

GDPM will make any determination as to how the Contract of Participation will be handled if the family split up.

Exceptions to the Waiting List Order

1. If after the determination of needs GDPM decided a primary service required by the family to achieve self-sufficiency is not available, the family shall be skipped because of the unavailability of supportive services. If that service later becomes available, GDPM shall offer the family participation in the FSS program, all other requirements being met.
2. If there is an outstanding monetary obligation owed to GDPM, participation may be denied until the amount is paid back to the Housing Authority in full.
3. If a family has previously participated in FSS, GDPM may refuse to allow participation. However, these situations will be evaluated on an individual basis.

Nondiscrimination

In selecting families for the FSS program, assurances will be confirmed that the selection was made in a nondiscriminatory manner without regard to race, color, religion, sex, family status, national origin, sexual orientation, or the condition of being blind, visually handicapped, physically handicapped, or mentally impaired. This will comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, and Executive Order 11063.

GDPM will not discriminate against otherwise qualified persons because of their disabilities. GDPM will make reasonable accommodations to the person's disability to allow participation in the FSS Program. GDPM may decide that an accommodation is not reasonable if it causes undue financial and/or administrative burdens.

If a family previously participated in the FSS program and did not meet its obligations and was terminated, the family may be denied future participation.

Families may be denied participation in the program if they owe money to GDPM or any other housing authority in connection with Section 8 or public housing assistance.

Furthermore, GDPM assures that a family's election to not participate in the FSS program will not affect the family's admission to the Section 8 program.

Outreach

1. Applicants on the waiting list will receive a full briefing about FSS and its program requirements, when they receive a Section 8 Certificate or Voucher.
2. GDPM's goal is to encourage applicants from all eligible families. GDPM will continue to notify those residents who qualify for selection preference as well as other current residents through the following methods:
 - a. resident newspaper
 - b. contact with all local service providers
 - c. contact with local minority agencies
 - d. flyers at government/service agencies throughout the County
 - e. contact at the time of annual reexamination appointments
 - f. contact at time of initial briefing
3. A family may be selected for participation in the FSS program whether or not family members are already employed. A goal of the FSS program is to help the underemployed obtain better jobs and become free of housing subsidies.

4. FSS participants may be selected from current tenants of project-based certificate units.

Briefing and Information Session

The program's basic objective and goal is to help the participant to achieve self-sufficiency. It is recognized that permanent affordable housing is paramount to achieving this goal.

In order to assist the applicants with making their decision whether to participate in the FSS Program, they will receive information regarding the program during their Section 8 reexamination briefing.

This session will include, but is not limited to the following information:

- the needs assessment process
- explanation of the program requirement that the Head of Household seeks and maintains employment
- how supportive services will be accessed
- how case management works for the participant
- the Contract of Participation and what it means
- the Section 8 Voucher requirements
- the 5 to 7 year length of participation
- the escrow account, including possible forfeiture
- possible termination of supportive services possible termination of housing assistance

I. NEEDS ASSESSMENTS FOR THE PROGRAM PARTICIPANTS

A comprehensive needs assessment will be filled out by each family prior to signing a Contract of Participation. This assessment will be evaluation by the FSS Coordinator/Case Manager and may include other family members.

An individualized Service and Training Plan will be developed which shall include:

- the family's goals both short-term and long-term
- the supportive services that the family requires to achieve its goals
- service providers with whom the family will be working
- a list of steps necessary to complete the family's training plan and the milestones of that plan
- the interim goal of all family members becoming free from public assistance for one year before the end of the Contract of Participation
- The needs assessments will be reviewed, monitored, and tailored as necessary by the FSS Coordinator/Case Manager. Each Plan will be reviewed at least quarterly.

J. **CASE MANAGEMENT**

Case management is a key factor for ensuring comprehensive supportive service delivery. Case management establishes a systematic, supportive, continuous process in which families are actively involved in planning the steps they can take to improve their self-sufficiency and in evaluating the results. Case management is not merely service brokering, but a problem-solving partnership among practitioners and clients. GDPM is contributing sufficient funds to retain an FSS Coordinator who will fulfill these objectives:

- Assist with briefing the applicants
- Provide information and referral services to program participants
- Assist in identifying and utilizing appropriate community resources
- Coordinate supportive services for participants with various Health and Human Services/Community Service agencies, and other private not for profit groups
- Monitor participant's progress in meeting goals
- Work with other agencies' case managers
- Provide program participant follow-up for at least one year after self-sufficiency is achieved
- Track program participants after they have moved from subsidized housing to compile a family profile database for outcome and impact measurements

K. CONTRACT OF PARTICIPATION

The Contract is an agreement between GDPM and the participating family that states:

- the provisions of the program
- specifies the resources and appropriate supportive services necessary to assist the participating family in achieving economic independence and self-sufficiency, and
- the responsibilities and obligations of the participating family.

The contract shall assert that GDPM may terminate or withhold supportive services or terminate Section 8/Conventional assistance if the family fails to comply with the requirements of the contract.

The contract shall specify that each participating family will be required to fulfill the obligations within five years of entering into the contract. GDPM can extend the term of the contract for up to an additional two years for the participating family that requests an extension, if GDPM finds good cause exists for granting the extension. Good cause exists if the circumstances which prevented completion of the contract were beyond the control of the family, such as a serious illness or involuntary loss of employment.

The person designated as the Head of the participating family shall be required under the contract to seek and maintain suitable employment following completion of a job training program if required as a condition of the contract.

The Head of Household may attend school only as a pre-condition to seeking employment, but after completion of the course of study the Head of the Household must seek and maintain a suitable job. School may not be substituted for employment.

GDPM has the ultimate responsibility of determining if the Head of Household's employment is deemed "suitable" for FSS purposes. This decision must be made in conjunction with the Head of Household, and it must be based on the person's skills, education, and the available job opportunities within GDPM's jurisdiction. The overall objective should include employment that will propagate self-sufficiency. GDPM may delegate this responsibility to the FSS Coordinator/Case Manager based on recommendations from the PCC. If the Head of Household leaves the family or becomes medically unable to work during the term of the Contract of Participation, and the remaining family members continue participation in the rental Certificate or Voucher program, the contract of participation must be revised to designate a new Head of Household who must seek and maintain employment.

"Seek employment" means that the Head of Household provides documented proof that he/she is actively looking for a job, applying for work, going on job interviews, etc. If the FSS family does not seek and maintain employment as specified in the FSS contract of Participation or never finds employment during the contract's five year term, the family will not have met its obligations and GDPM may terminate the family's participation in the FSS Program.

The FSS Coordinator/Case Manager shall provide counseling for the participating family with respect to seeking, securing, and maintaining affordable rental (and, as appropriate, homeownership) opportunities in the private housing market. This counseling shall include information on an individual's rights under the Fair Housing Act.

The Case Manager may continue to offer the FSS family supportive services if

- the family has completed its contract;
- the head of household becomes employed; or
- the continuation of supportive services would strengthen the efforts of the family to become or remain self-sufficient.

The services may continue at the discretion of GDPM as long as the family is receiving rental assistance for any of the housing programs.

The parties to the contract may mutually agree to make changes to the contract, terms of changes must be acceptable to all parties, and provided the changes are consistent with the goals of the program.

L. TERMINATION OF THE CONTRACT OF PARTICIPATION

A. GDPM Termination of the Contract of Participation

1. GDPM may terminate the Contract of Participation when the participating family has successfully completed the contract and achieved self-sufficiency.
2. The mutual consent of all parties has been attained; the mutual consent of all parties can include, but is not limited to the following situations:
 - a. the support services are not available
 - b. family moves to an area where no support services are available.
3. The participating family chooses to leave the FSS Program and forfeits its escrow account.

4. A participating family has failed to meet the FSS obligations.
 5. The participating family member is involved in illegal activities including drug-related activities or violent criminal activities or allows a visitor or guest to engage in illegal activities.
 6. The family fails to meet its obligations under the Section 8 or conventional program, including but not limited to:
 - a. failure to report income or changes in family composition
 - b. failure to provide required forms
 - c. failure to allow inspections of dwelling unit
 - d. failure to provide requested information
 7. If the participant has committed any fraud in connection with any federal housing assistance program
 8. If the participant has violated any obligation under the Section 8 Voucher or conventional programs.
 9. If the participant has committed such other acts as is deemed inconsistent with the purpose of the FSS Program.
- B. If an FSS family feels they have been wrongfully terminated from the FSS program, a hearing can be conducted in compliance with GDPM's Grievance Procedures and Administrative Policy.
- C. A family who has been terminated from the FSS program may, at GDPM's discretion, be prohibited to participate in the FSS program again.

M. RENT DETERMINATIONS

During the term of the Contract of Participation, the income of the family that is used to calculate the family's rent shall be computed in accordance to 24 CFR Part 5, Subparts E and F, as appropriate.

Initially the participating family's rent shall be computed in accordance with the appropriate regulations.

The participating family must report all changes in income to GDPM in accordance with its Section 8 Voucher requirements.

The family's rent will be increased if there is an increase in the participant family's income in accordance with the procedures established in GDPM's Administrative Plan.

N. ESCROW ACCOUNTS

A participating family's earned income may increase during the term of the Contract of Participation. GDPM shall establish an interest-bearing escrow account for participating families whose adjusted income is less than 80% of median income. GDPM will credit to an escrow account a portion of the increase of rent that would otherwise result from increases in earned income during the Contract of Participation. The amount deposited into the escrow account varies depending on the income of the family and is only based on increases in earned income that occurs after the execution of the Contract of Participation. There is no escrow credit for families who exceed 80% of median income.

GDPM will deposit the escrow funds calculated on HUD's Escrow Calculation Worksheet into depository account to be held for the family.

Disposition of the escrow accounts shall be as follows:

1. The full amount of the escrow account, in excess of any amount owed to GDPM, may be withdrawn by the participating family after the family certifies that it is no longer a recipient of any Federal, State, or other public assistance for living expenses for one full year.
2. Thirty percent of the monthly adjusted income of the FSS family equals or exceeds the published existing housing fair market rent for the size of the unit for which the FSS family qualifies based on the Housing Authority's occupancy standards.
3. If GDPM determines that the family has completed certain interim goals established in the Contract of Participation and needs a portion of the FSS account for purposes consistent with the Contract, a portion of the account may be disbursed to assist the family to meet those expenses.
4. If the family fails to meet its obligations under its Contract of Participation or fails to remain free from public assistance for one year before the completion of the Contract of Participation, it makes the contract invalid and the escrow account will be forfeited after all extensions of the contract have been exhausted.
5. The family terminates its participation in the Section 8 Program even though the Total Tenant Payment (TTP) is below the amount that is required to meet the unit's gross rent, below the Fair Market Rent (FMR) or Payment Standard, or otherwise appears to be insufficient to pay an unsubsidized rent as long as all the

other terms of the Contract of Participation have been met; in such case the escrow money can be paid to the family.

GDPM can hold the escrow amount until the Contract of participation expires (or five years). However, if the additional time will not increase the family's ability to pay an unsubsidized rent, GDPM may terminate the contract and release the escrow funds.

Should participants fail to pay their portion of the rent to GDPM or their owner, or fails to pay an owed amount to GDPM, the amount owed may be subtracted from the escrow account yearly at the time that the interest is added to the account.

If the family is terminated from the FSS Program or fails to complete the Contract of Participation, the funds are returned to GDPM. These funds can be used for HUD-approved expenses. The FSS Program escrow funds will be treated as additional program receipts for payment of program expenses under GDPM's budget.

O. PORTABILITY OF ASSISTANCE/SECTION 8 ASSISTED HOUSING PROGRAM

A family must live in Montgomery County for not less than one year before the family will be considered for a move under portability.

After one year a family can choose to continue to participate in the FSS Program but move to another jurisdiction with conditions:

1. The family may demonstrate to the satisfaction of GDPM that it will be able to fulfill its responsibilities under the original (or a modified) Contract of Participation in the receiving jurisdiction.
2. The family may participate in the FSS program of the receiving Housing Authority if the receiving Housing Authority allows the family to participate in its program.
3. If a participating family moves and is unable to fulfill its obligations under the Contract of Participation (or a modification thereof), GDPM will:
 - a. terminate the participating family from the FSS Program
 - b. terminate the participating family from the Section 8 Voucher Program
 - c. the family will forfeit its escrow account.

Based on the total number of transfers in a given year, GDPM expects to service three to four of those residents to participate in the FSS program.

4. All other provisions of portability remain the same under the FSS program.

Effects of escrow accounts for families who move to other jurisdictions are:

1. If a family moves and the receiving Housing Authority absorbs the family, the receiving Housing Authority sets up an escrow account and enters into a Contract of Participation. GDPM shall transfer the escrow account to the receiving Housing Authority.
2. If the family moves but can not transfer to another FSS program and GDPM determines the family can fulfill its obligations under the original (or modified) Contract of Participation in the new jurisdiction, GDPM will continue to execute the Contract of Participation and will maintain the Escrow account.

P. **REPORTS**

GDPM shall submit to HUD an annual report in the form prescribed by HUD. This report shall include:

- A description of the activities of the program.
- Summation of the effectiveness of the program in assisting participating families in achieving economic independence and self-sufficiency.
- Summation of the effectiveness of the program in coordinating resources in the community.
- Recommendation by GDPM or the PCC for legislative or administrative action that would improve the program

Chapter 33
SPECIAL HOUSING TYPES
[24 CFR 982.601]

INTRODUCTION

GDPM will permit the use of any special housing types in its program only if the applicant/participant can demonstrate that it is needed as a reasonable accommodation for a person with a disability. Acceptable demonstration will include documentation from one or more knowledgeable professionals who are familiar with the applicant/participant and or the type of special housing requested as accommodation.

GDPM will not set aside any program funding for special housing types, or for a special housing type. A family may choose whether to rent housing that qualifies as a special housing type or to rent other eligible housing in accordance with requirements of the program.

Verification of Need for Reasonable Accommodation

Acceptable documentation as verification of the need for reasonable accommodation would be a letter to GDPM describing how the special housing type requested provides the accommodation of which the person is in need. The request and documentation will be reviewed by the Housing Supervisor, Assistant Manager and Manager, Section 8 Administration. A written response stating approval or disapproval will be sent to the applicant/participant within 14 calendar days of receipt of the request.

A copy of GDPM's response with supporting documentation will be maintained in the applicant/participant's file. The requested housing type must be approvable by all other HUD standards and HQS requirements in accordance with 24 CFR 982 Section M - Special Housing Types.

A. CONGREGATE HOUSING [24 CFR 982.606]

An elderly person or a person with disabilities may reside in a congregate housing unit.

GDPM may approve a family member or live-in aide to reside with the elderly person or person with disabilities.

GDPM will approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities.

Congregate Housing Lease and HAP Contract [24 CFR 982.607]

For congregate housing there will be a separate lease and HAP contract for each assisted family.

Unless there is a live-in aide, the payment standard for a family that resides in a congregate housing unit is the zero-bedroom payment standard on GDPM payment standard schedule.

However, if there are two or more rooms in the unit (not including kitchen or sanitary facilities), the payment standard for a family that resides in a congregate housing unit is the one bedroom payment standard amount.

If there is a live-in aide, the live-in aide will be counted in determining the family unit size.

Housing Quality Standards

GDPM will ensure that all congregate housing units approved for the program are in compliance with all of the Housing Quality Standards for congregate housing as regulated in 24 CFR 982.609.

B. GROUP HOMES [24 CFR 982.610, 982.612]

A group home must be licensed, certified, or otherwise approved in writing by the State, or the State's licensing department.

An elderly person or a person with disabilities may reside in a State-approved group home. If approved by GDPM, a live-in aide may reside with a person with disabilities.

GDPM must approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities. Except for a live-in aide, all residents of a group home must be elderly persons or persons with disabilities.

GDPM will not approve assistance for a person to live in a group home if file documentation indicates that the person is in need of continual medical or nursing care.

No more than twelve persons may reside in a group home. This limit covers all persons who reside in the unit, including assisted and unassisted residents and any live-in aide.

Group Home Lease and HAP Contract [24 CFR 982.611]

There will be a separate HAP contract and lease for each assisted person living in a group home. For a group home the term "pro-rata portion" means that which is derived by dividing the number of persons in the assisted household by the total number of residents (assisted and unassisted) residing in the group home. The number of persons in the assisted household equals one assisted person plus any PI-IA-approved live-in Aide.

Group Home Rent and HAP Contract [24 CFR 982.613]

The rent to owner for an assisted person may not exceed the pro-rata portion of the reasonable rent for the group home.

The reasonable rent for a group home is determined in accordance with 982.503. In determining reasonable rent GDPM will consider whether sanitary facilities, and facilities for food preparation and service, are common facilities or private.

Maximum Subsidy

Unless there is a live-in aide, the family unit size is [zero/one bedroom]. If there is a live-in aide, the live-in aide will be counted in determining the family unit size.

The payment standard for a person who resides in a group home is the lower of the payment standard for the family unit size; or the pro-rata portion of the payment standard amount on GDPM payment standard schedule for the group home size.

Utility Allowance

The utility allowance for each assisted person residing in a group home is the pro-rata portion of the utility allowance for the group home unit size.

Housing Quality Standards

GDPM will ensure that all group home units approved for the program are in compliance with all of the Housing Quality Standards for group homes as regulated in 24 CFR 982.614.

C. SHARED HOUSING [24 CFR 982.615]

Occupancy

An assisted family may reside in shared housing. In shared housing, an assisted family may share a unit with another resident or residents of a unit. The unit may be a house or an apartment.

GDPM may approve a live-in aide to reside with a family in order to care for a person with a disability. GDPM must approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities.

Other persons who are assisted or not assisted under the tenant-based program may reside in a shared housing unit. The owner of a shared housing unit may reside in the unit.

A resident owner may enter into a HAP contract with GDPM. However, housing assistance may not be paid on behalf of an owner. GDPM will not approve assistance for a person or family that is related by blood or marriage to a resident owner.

There will be a separate housing assistance payment contract and lease for each assisted family residing in a shared housing unit.

Rent and HAP Contract

For shared housing, the term "pro-rata portion" means the ratio derived by dividing the number of bedrooms in the private space available for occupancy by a family by the total number of bedrooms in the unit. For example, for a family entitled to occupy three bedrooms in a five bedroom unit, the ratio would be 3/5.

The rent to owner to owner for the family may not exceed the pro-rata portion of the reasonable rent for the shared housing dwelling unit. The reasonable rent must be in accordance with the guidelines set in the "Owner Rents, Rent Reasonableness, and Payment Standards" chapter.

Maximum Subsidy

For a family that resides in a shared housing unit the payment standard is the lower of the payment standard amount on GDPM payment standard schedule for the family unit size or the pro-rata portion of the payment standard amount on GDPM payment standard for the shared housing unit size.

If GDPM approves a live-in aide, the live-in aide will be counted in determining the family unit size.

Utility Allowance

The utility allowance for an assisted family living in shared housing is the pro-rata portion of the utility allowance for the shared housing unit.

Housing Quality Standards

GDPM will ensure that all shared housing units approved for the program are in compliance with all of the Housing Quality Standards for shared housing as regulated in 24 CFR 982.618.

D. COOPERATIVE HOUSING [24 CFR 982.619]

GDPM will approve a family living in cooperative housing if it is determined that assistance under the program will help maintain affordability of the cooperative unit for low-income families GDPM will not approve assistance for a family in cooperative housing until GDPM has also determined that the cooperative has adopted requirements to maintain continued affordability for low-income families after transfer of a cooperative member's interest in a cooperative unit (such as a sale of the resident's share in a cooperative corporation).

The reasonable rent in cooperative housing is determined in accordance with "Owner Rents, Rent Reasonableness, and Payment Standards" chapter. For cooperative housing, the rent to owner is the monthly carrying charge under the occupancy agreement/lease between the member and the cooperative.

The carrying charge consists of the amount assessed to the member by the cooperative for occupancy of the housing. It includes the member's share of the cooperatives debt service, operating expenses, and necessary payments to cooperative reserve funds. However, the carrying charge does not include down-payments or other payments to purchase the cooperative unit, or to amortize a loan to the family for this purpose. Gross rent is the carrying charge plus any utility.

For a cooperative, rent adjustments are applied to the carrying charge as determined in "Owner Rents, Rent Reasonableness, and Payment Standards" chapter.

The lease and other appropriate documents will stipulate that the monthly carrying charge is subject to Section 8 limitations on rent to owner. The housing assistance payment will be

determined in accordance with the guidelines 111 "Owner Rents, Rent Reasonableness, and Payment Standards" chapter.

GDPM may approve a live-in aide to reside with the family to care for a person with disabilities.

GDPM will approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities. If GDPM approves a live-in aide, the live-in aide will be counted when determining the family unit size.

Housing Quality Standards

GDPM will ensure that all cooperative housing units approved for the program are in compliance with all of the Housing Quality Standards outlined in the "Housing Quality Standards and Inspections" chapter, and regulated by 24 CFR 982.40 l.

E. MANUFACTURED HOMES [24 CFR 982.620]

GDPM will permit a family to lease a manufactured home and space with assistance under the program. GDPM will provide assistance for a family that owns the manufactured home and leases only the space.

GDPM may approve a live-in aide to reside with a family to care for a person with disabilities. GDPM will approve a live-in aide if needed as a reasonable accommodation so that the program is accessible to and usable by persons with disabilities. If GDPM approves a live-in aide, the live-in aide must be counted when determining the family unit size.

Housing Quality Standards [24 CFR 982.62 l]

A manufactured home must meet all the HQS requirements outlined in the "Housing Quality Standards and Inspections" chapter and regulated by 24 CFR 982.40 l. In addition the manufactured home also must meet the following requirements:

A manufactured home must be placed on the site in a stable manner and must be free from hazards such as sliding or wind damage.

A manufactured home must be securely anchored by a tie-down device that distributes and transfers the loads imposed by the unit to appropriate ground anchors to resist wind overturning and sliding.

Manufactured Home Space Rental [24 CFR 982.622]

Rent to owner for a manufactured home space will include payment for maintenance services that the owner must provide to the tenant under the lease for the space.

Rent to owner does not include the cost of utilities and trash collection for the manufactured home. However, the owner may charge the family a separate fee for the cost of utilities or trash collection provided by the owner.

Reasonable Rent

During the assisted tenancy, the rent to owner for the manufactured home space may not exceed a reasonable rent as determined by GDPM.

GDPM will not approve a lease for a manufactured home space until GDPM has determined that the initial rent to owner for the space is a reasonable rent. At least annually during the assisted tenancy, GDPM will redetermine that the rent is reasonable.

GDPM will determine whether the rent to owner for a manufactured home space is a reasonable rent in comparison to rents for other comparable manufactured home spaces. GDPM will consider the size and location of the space and any services and maintenance provided by the owner in accordance with the lease.

By accepting each monthly housing assistance payment from GDPM, the owner of the manufactured home space certifies that the rent to owner for the space is not more than rent charged by the owner for unassisted rental of comparable spaces in the same manufactured home park or elsewhere. If requested by GDPM, the owner must provide GDPM information on rents for other manufactured home space.

Housing Assistance Payments for Manufactured Home Space [24 CFR 982.623]

HAP for the Voucher Tenancy

There is a separate FMR for a family renting a manufactured home space. The payment standard is used to calculate the monthly housing assistance payment for a family. The FMR for rental of a manufactured home space is generally 40 percent of the published FMR for a two-bedroom unit.

Subsidy Calculation for the Voucher Program

During the term of a voucher tenancy, the amount of the monthly housing assistance payment for a family will equal the lesser of:

The payment standard minus the total tenant payment; or

The rent paid for rental of the real property on which the manufactured home owned by the family is located (the space rent) minus the total tenant payment.

The space rent is the sum of the following as determined by GDPM:

Rent to owner for the manufactured home space;

Owner maintenance and management charges for the space;

The utility allowance for tenant paid utilities.

Utility Allowance Schedule for Manufactured Home Space Rental [24 CFR 982.624]

GDPM will establish utility allowances for manufactured home space rental. For the first twelve months of the initial lease term only, the allowances will include a reasonable amount for utility hook-up charges payable by the family, if the family actually incurs the expenses because of a move.

Allowances for utility hook-up charges do not apply to a family that leases a manufactured home space in place.

Utility allowances for manufactured home space will not be applied to cover the costs of digging a well or installation of a septic system.

Chapter 34
HOMEOWNERSHIP ASSISTANCE PROGRAM
[24 CFR 982.625]

The Dayton Metropolitan Housing Authority (GDPM) hereby establishes a Section 8 tenant-based Housing Choice Voucher Homeownership option in Dayton, Ohio, pursuant to the U.S. Department of Housing and Urban Development's (HUD) final rule dated October 12, 2000 and by Section 555 of the Quality Housing and Work Responsibility Act of 1998 under Section 8(y), Homeownership Option.

Participant Qualification

24 CFR 982.626, 982.627

Any Section 8 eligible applicant or program participant who has been issued a Section 8 Housing Choice Voucher may utilize the subsidy to purchase rather than rent a home, subject to the following:

- 1) A family must meet the requirements for admission to or continued participation in the GDPM tenant-based program.
- 2) The homeownership option will be included in all Briefing and Recertification classes as well as media and community announcements. Current Section 8 participants must be in compliance with their lease and program requirements and must terminate their current lease arrangement in compliance with the lease.
- 3) The head of household or co-head that has previously defaulted on a mortgage obtained through the homeownership option is barred from participation.
- 4) Participant families must be "first-time" homeowners, where a family member must not have owned title to a principal residence in the last three years. Residents of limited equity cooperatives are eligible for the homeownership option. (Title to a mobile home is not considered as homeownership for purposes of this option.)
- 5) Participants in the Section 8 homeownership option must enroll in a GDPM approved pre and post-purchase homeownership training and counseling services and be deemed to be "mortgage ready" before the housing choice voucher can be utilized toward homeownership. At a minimum, the program will cover the following:
 - Home maintenance

- Budgeting and money management
- Credit Counseling
- Negotiating the purchase price
- Financing/Refinancing/Predatory Lending Practices
- Locating the home
- De-Concentration issues

Family must purchase only a home that passes HQS inspection

- 6) The head of household or co-head must be employed full-time and have been continuously so employed during the year before commencement of homeownership assistance. Families in which the head of household or co-head are disabled or elderly are exempted from this requirement. Families with a disabled household member may request an exemption as a reasonable accommodation.
- 7) The family's income must be equal to or exceed two times the payment standard for the family's unit size. Public assistance income may not be used for meeting this requirement, except for households in which the head or co-head is elderly or disabled and households that include a disabled person other than head or cohead. (Public Assistance includes federal housing assistance or the housing component of a welfare grant; OWF assistance; SSI that is subject to an income eligibility test; food stamps; general assistance or other assistance provided under a Federal, state or local program that provides assistance available to meet family living or housing expenses.)

Portability

24 CFR 982.636

Families that are determined eligible for homeownership assistance may exercise the homeownership option outside of GDPM's jurisdiction if the receiving public housing authority is administering a Section 8(y) homeownership program and is accepting new families into its Section 8(y) homeownership program.

Contract for Sale Inspection

24 CFR 982.631

Participants in the homeownership option program must initially complete a Purchase Agreement with the owner of the property to be purchased.

The Purchase Agreement must include the home's price and terms of sale, the GDPM pre-purchase HQS inspection requirements, and an agreement that the purchaser is not obligated to pay for any necessary repairs.

The participant must obtain an independent professional home inspection of the unit's major systems at the participant's expense. An VASH member, candidate with logo privileges, or a NAHi regular member must conduct the independent inspection. (Ohio HB 345 may require all inspectors to be certified by a regulated licensing board.) In all cases, the inspection must cover major building systems and components, including foundation and structure, housing interior and exterior, and the roofing, plumbing, electrical and heating systems.

GDPM will conduct a Housing Quality Standards (HQS) inspection and will review an independent professional inspection of the unit's major systems. GDPM retains the right to disqualify the unit for inclusion in the homeownership program based on either the HQS inspection or the professional inspection report.

Financing

24 CFR 982.632

The household is solely responsible for obtaining financing. All loans must meet FHA mortgage insurance credit underwriting requirements. GDPM will review lender qualifications, loan terms, or other debt to determine that the debt is affordable.

GDPM establishes a minimum homeowner down payment requirement of at least 3 percent of the purchase price for participation in its Section 8(y) homeownership program and requires that at least one percent of the amount financed is paid from the family's personal resources.

There is no prohibition against using local or State Community Development Block Grant (CDBG) or other subsidized financing in conjunction with the homeownership program.

With the exception of approved non-profit organizations, GDPM prohibits owner financing.

In the event of appeal, GDPM's Section 8 department will appoint a review panel.

Length and Continuation of Assistance

24 CFR 982.634

Section 8 assistance will only be provided for the months the family is in residence in the home. The maximum length of time a family may receive homeownership assistance is fifteen years if the initial

mortgage incurred is 20 years or longer. In all other cases, the maximum length of time is ten years. Elderly and disabled families are exempt from this time limit.

Family Obligations

24 CFR 982.633

In addition to completing the Pre-Counseling program, the family must complete a contract of homeowner obligations prior to utilizing the Housing Choice Voucher for homeownership.

- 1) The family must comply with the terms of any mortgage securing debt incurred to purchase the home and any refinancing of such debt.
- 2) At any time the family is receiving homeownership assistance, the family may not sell or transfer any interest in the home to any entity or person other than a member of the assisted family residing in the home.
- 3) A home equity loan may not be acquired without the prior written consent of GDPM.
- 4) The family must provide required information regarding income and family composition in order to calculate correctly total tenant payment and homeownership assistance, consistent with Section 8 requirements.
- 5) While receiving homeownership assistance, the family must notify GDPM if the family defaults on a mortgage securing any debt incurred to purchase the home.
- 6) While receiving homeownership assistance, the family must notify GDPM before the family moves out of the home.
- 7) The family must, at annual re-certification, document that he or she is current on mortgage, insurance, utility payments, and taxes.
- 8) The family is prohibited from moving more than one time in a one-year period. The family may be required to participate in pre or post-counseling prior to rehousing.

Assistance Payment

24 CFR 982.635

The family's Section 8 monthly housing assistance payment will be the lower of (1) the Section 8 voucher payment standard minus the Total Tenant Payment or (2) the monthly homeowner expenses minus the Total Tenant Payment.

Homeowner ship expenses include principal and interest on mortgage debt, refinancing charges of mortgage debt, taxes and public assessments, insurance , maintenance allowance for expenses, major repairs and replacements will be based on recommended allowance provided by its designees.

GDPM will use the established schedule for calculating maintenance allowance for major repairs or replacement s for the Section 8 Homeownership Program (see schedule below). GDPM will review this schedule bi-annually.

Capital Replacement Items						
Item			Quantity		Cost	Total Cost
Roof			1		\$ 4,225.00	\$ 4,225.00
Furnace/Ac			1		\$ 3,000.00	\$ 3,000.00
Electrical			1		\$ 1,000.00	\$ 1,000.00
Plumbing			1		\$ 1,500.00	\$ 1,500.00
Windows			10		\$ 300.00	\$ 300.00
Range			1		\$ 495.00	\$ 495.00
Refrigerator			1		\$ 764.00	\$ 764.00
						Total
						\$ 13,984.00
						20 years
						\$ 699.20
						monthly
						\$ 58.27

Housing assistance payments will be distributed to the client. The family will also deposit their share of the mortgage into their established account. The lender will then withdraw all moneys in the account to pay the monthly mortgage amount.

If a family's income increases to a level that they are no longer eligible to receive a housing assistance payment, eligibility for such payments will continue for 180 calendar days. At the end of a continuous period of 180 days without any assistance payments, eligibility for Section 8 assistance will automatically terminate.

Lease to Purchase

Lease-to-Purchase agreements are considered rental property and subject to the normal tenant-based Section 8 rental rules. All regulations of the homeownership program will be in effect at the time that the family opts to exercise the purchase.

Default

If the family defaults on the home mortgage loan, the participant will not be able to use the Homeownership Voucher for rental housing but may reapply for the Section 8 waiting list.

Denial or Termination of Assistance 24 CFR 982.638

GDPM reserves the right to deny or terminate assistance for the family, and will deny voucher rental assistance for the family, in accordance with HUD regulations governing any failure to comply with family obligations, mortgage default, or failure to demonstrate that the family has conveyed title to the home as required, or if the family has moved from the home within the period established or approved.

Informal Hearings 24 CFR 982.555

GDPM will provide the opportunity, for an informal hearing to program participants who are being terminated from the program because of the family's action failure to act. GDPM will send written notice as to the reason(s) for the proposed action informing the participant that they may request an informal hearing, in writing, within 10 days of the notice. If the participant requests a hearing, the assistance will not be terminated until the final decision is made.

When a participant requests a hearing, GDPM will schedule the hearing within 5 days of receiving the hearing request and notify the participant of the date and time of the hearing. Prior to the hearing the participant will be given an opportunity to examine and copy the documents pertinent to the family's termination. GDPM must be given the same opportunity to examine any family documents that are directly related to the hearing, and to copy them at its own expense.

A hearing officer designated by the GDPM Section 8 Department will conduct the hearing. This person will be someone other than the person who may have approved the decision or subordinate of this person. A lawyer or other representative, at the families' own expense may represent the family. The family will be given the opportunity to present evidence, and to question any witnesses. The hearing officer will issue a written decision within 7 days, stating the reasons for the decision.

Chapter 35

OPERATING RESERVES AND PRO-RATION OF' ADMINISTRATIVE EXPENSES

GDPM's Board of Commissioners will approve any and all expenditures from the Section 8 Operating Reserve Account. The Board of Commissioners will make an affirmative determination that the expenditures are necessary and reasonable for housing purposes consistent with State and local law.

GDPM proration policy between the Low Income Housing Program and the Section 8 Program will be a time-cost basis for administrative salaries. Time studies will be completed each year to determine if there are any changes to the percentage of time spent on each program.

A two-month period should be representative of the full year work responsibilities for allocation purposes. A direct charge for Section 8 personnel salaries, supplies and services will be made to the Section 8 program. Proration by the number of units in the Section 8 Program will be made by computer on designated invoices for supplies and services.

Chapter 36

PROGRAM INTEGRITY

[24 CFR 792.101 to 792.204, 982.54]

INTRODUCTION

The U.S. Department of Housing and Urban Development (HUD) conservatively estimates that 600 million dollars is paid annually to program participants who falsify or omit material facts in order to gain more rental assistance than they are entitled to under the law. HUD further estimates that 12% of all HUD-assisted families either are totally ineligible or are receiving benefits that exceed their legal entitlement.

GDPM is committed to assuring that the proper level of benefits is paid to all participating families and that housing resources reach only income-eligible families so that program integrity can be maintained.

GDPM will take all steps necessary to prevent fraud, waste, and mismanagement so that program resources are utilized judiciously.

This chapter outlines the GDPM's policies for the prevention, detection, and investigation of program abuse and fraud.

A. CRITERIA FOR INVESTIGATION OF SUSPECTED ABUSE AND FRAUD

Under no circumstances will GDPM undertake an inquiry or an audit of a participating family arbitrarily. GDPM's expectation is that participating families will comply with HUD requirements, provisions of the voucher, and other program rules. GDPM staff will make every effort (formally and informally) to orient and educate all families in order to avoid unintentional violations. However, GDPM has a responsibility to HUD, the community, and eligible families in need of housing assistance to monitor participants and owners for compliance and, when indicators of possible abuse come to GDPM's attention, to investigate such claims.

GDPM will initiate an investigation of a participating family only in the event of one or more of the following circumstances:

Referrals, Complaints, or Tips. GDPM will only follow up on referrals received by mail, e-mail, fax or in person from other agencies, companies or persons alleging that a family is in noncompliance with or otherwise violating the family obligations or any other program rules. Such follow-up will be made providing that the referral contains at least one item of information that is independently verifiable. A copy of the allegation will be retained in the family's file.

Internal File Review. A follow-up will be made if GDPM staff discovers (as a function of a certification or recertification, an interim redetermination, or a quality control review) information or facts that conflict with previous file data, GDPM knowledge of the family, or statements made by the family.

Verification of Documentation. A follow-up will be made if GDPM receives independent verification or documentation that conflicts with representations in the family's file (such as public record information or reports from other agencies).

STEPS GDPM WILL TAKE TO PREVENT PROGRAM ABUSE AND FRAUD

GDPM management and staff will utilize various methods and practices (listed below) to prevent program abuse, noncompliance, and willful violations of program rules by applicants

B. and participating families. This policy objective is to establish confidence and trust in the management by emphasizing education as the primary means to obtain compliance by families.

Things You Should Know (HUD-1140-0IG). This program integrity bulletin (created by HUD's inspector general) will be furnished and explained to all applicants to promote understanding of program rules and to clarify GDPM's expectations for cooperation and compliance.

Program Orientation Session. Mandatory orientation sessions will be conducted by GDPM staff for all prospective program participants, either prior to or upon issuance of a voucher. At the conclusion of all program orientation sessions, the family representative will be required to sign a program briefing certificate to confirm that all rules and pertinent regulations were explained to them.

Resident Counseling. GDPM will routinely provide participant counseling as a part of every recertification interview in order to clarify any confusion pertaining to program rules and requirements.

Review and Explanation of Forms. GDPM Staff will explain all required forms and review the contents of all (re)certification documents prior to signature.

Use of Instructive Signs and Warnings. Instructive signs will be conspicuously posted in common areas and interview areas to reinforce compliance with program rules and to warn about penalties for fraud and abuse.

Participant Certification. All family representatives will be required to sign a participant certification form, and show picture identification at all recertification and leasing signing appointments.

C. STEPS GDPM WILL TAKE TO DETECT PROGRAM ABUSE AND FRAUD

GDPM staff will maintain a high level of alertness to indicators of possible abuse and fraud by assisted families.

Quality Control File Reviews. Prior to initial certification and at the completion of all subsequent recertification, 100% of files will be reviewed.

Verification of all income and deductions

Changes in reported Social Security numbers or dates of birth Authenticity of file documents

Ratio between reported income and expenditures

Consistency of signatures with previously signed file documents Dates and signatures on all documents

ETV/UIV reports

Observation. GDPM management and Section 8 staff (to include inspection personnel) will maintain high awareness of circumstances that may indicate program abuse or fraud, such as unauthorized persons residing in the household and unreported income.

* Observations will be documented in the family's file.

Public Record Bulletins. These bulletins may be reviewed by GDPM management and staff.

HUD EIV/UIV Verification System. Inquiries to Employers and state and local government agencies

At the time of final eligibility determination

When an allegation is received by the PHA wherein unreported income sources are disclosed

When a participant's expenditures exceed his/her reported income and no plausible explanation is given

D. GDPM'S HANDLING OF ALLEGATIONS OF POSSIBLE ABUSE AND FRAUD

GDPM staff will encourage all participating families to report suspected abuse to GDPM Management, and Staff. All such referrals, as well as referrals from community members and other agencies, will be thoroughly documented and placed in the participant's file. All allegations, complaints, and tips will be carefully evaluated to determine whether they warrant follow-up. GDPM will not follow up on allegations that are vague or otherwise nonspecific.

They will only review allegations that contain one or more independently verifiable facts.

File Review. An internal file review will be conducted to determine whether the subject of the allegation is a client of GDPM and, if so, whether or not the information reported has been previously disclosed by the family.

GDPM will then determine whether it is most appropriate to do a follow-up. Any file documentation of past behavior as well as corroborating complaints will be evaluated.

Conclusion of Preliminary Review. If at the conclusion of the preliminary file review there are facts contained in the allegation that conflict with file data and that are independently verifiable, GDPM Management Staff will initiate an investigation to determine if the allegation is true or false.

E. OVERPAYMENTS TO OWNERS

If a landlord has been overpaid as a result of fraud, misrepresentation, or violation of the HAP contract, the GDPM will terminate the contract and arrange for restitution to the PHA. GDPM will make every effort to recover any overpayments made as a result of landlord fraud or abuse. Payments otherwise due to the owner will be debited in order to repay GDPM, as applicable. If future housing assistance payments are insufficient to reclaim the amounts owed, GDPM will request the owner to pay the amount in full within 30 days if payment is not received GDPM will forward the account to a collection agency. All debts over \$5000.00 will be turned over to the Office of Inspector General.

GDPM will Restrict the owner from future participation until the balance is paid in full

F. GDPM WILL INVESTIGATE ALLEGATIONS OF ABUSE AND FRAUD

If GDPM determines that an allegation or referral warrants follow-up, the staff person who is responsible for the file or a person designated by the executive director to monitor program compliance will conduct the investigation. The steps taken will depend upon the nature of the allegation and may include the items listed below. In all cases, GDPM will secure the written authorization from the program participant for the release of information.

EIV/UIV In cases involving previously unreported income sources, inquiries will be made to determine whether the financial activity of a family conflicts with the family's reported income.

Employers and Ex-Employers. Employers or ex-employers may be contacted to verify wages that may have been previously undisclosed or misreported.

Neighbors/Witnesses. Neighbors and/or other witnesses who are believed to have direct or indirect knowledge of facts pertaining to the GDPM's review may be interviewed.

Other Agencies. Investigators, caseworkers or representatives of other benefit agencies may be contacted.

Public Records. GDPM will review any relevant public records kept in a jurisdictional courthouse. Examples of public records that may be checked are real estate records, marriage and divorce records, uniform commercial code financing statements, voter registration rolls, judgments, [unreadable] or police records, state wage records, utility records, and postal records.

Interviews with Head of Household or Family Members. GDPM will discuss the allegation with the head of household or family members by scheduling an appointment at the appropriate GDPM office. A high standard of courtesy and professionalism will be maintained by the GDPM staff person who conducts such interviews. Under no circumstances will inflammatory language, accusations, or any unprofessional conduct or language be tolerated by the management. If possible, an additional staff person will attend such interviews.

G. PLACEMENT OF DOCUMENTS, EVIDENCE, AND STATEMENTS OBTAINED BY GDPM

Documents and other evidence obtained by the GDPM during the course of an investigation will be considered "work product" and will be kept either in the participant's file or in a separate "work file." In either case, the participant's file or work file will be kept in a locked file cabinet. Such cases under review will be discussed only among GDPM staff that are involved in the process or have information that may assist in the investigation.

H. CONCLUSION OF GDPM'S INVESTIGATIVE REVIEW

At the conclusion of the investigative review, the reviewer will report the findings to the executive director or designee. It will then be determined whether the facts are inconclusive and, if so, whether a violation has or has not occurred.

I. EVALUATION OF THE FINDINGS

If it is determined that a program violation has occurred, GDPM will review the facts to determine:

What type of violation has occurred (procedural noncompliance or fraud)

Whether the violation was intentional or unintentional

What amount of money (if any) is owed by the family

Whether the family is eligible for continued participation in the Section 8 program

J. ACTION PROCEDURES FOR VIOLATIONS THAT HAVE BEEN DOCUMENTED

Once a program violation has been documented, GDPM will propose the most appropriate remedy based upon the type and severity of the violation.

1. **Procedural Noncompliance.** This category applies when the family "fails to" observe a procedure or requirement of GDPM but does not misrepresent a material fact and there are no retroactive assistance payments owed by the family.

Examples of noncompliance violations are:

Failure to appear at a prescheduled appointment

Failure to return verification in the time period specified by GDPM

- (a) **Proposed termination.** In such cases a notice containing the following will be sent to the family:

A description of the noncompliance and the procedure, policy, or obligation that was violated

The date by which the violation must be corrected or the procedure complied with

The action that will be taken by GDPM if the procedure or obligation is not complied with by the date specified by GDPM

The consequences of repeated (similar) violations

2. **Procedural Noncompliance - Overpaid Assistance.** When the family owes money to GDPM for failure to report changes in income or assets, GDPM will issue a notice of overpayment of assistance. This notice will contain the following:

A description of the violation and the date(s) The amount owed to the PHA

The number of days within which a response must be received

Acknowledgment of the family's right to disagree and to request an informal hearing along with instructions for requesting such a hearing

- (a) Participant Fails to Comply with GDPM's Notice. If the Participant fails to comply with GDPM's notice and a family obligation has been violated, GDPM will initiate termination of assistance.
- (b) Participant Complies with GDPM's Notice. When a family complies with the GDPM's notice, the staff person responsible will meet with him/her to explain and discuss the family obligation or program rule that was violated. The staff person will complete a participant counseling report, within 5 days and mail a copy to the family, and retain a copy in the family's file.

3. **Intentional Misrepresentations.** When a participant falsifies, misstates, omits, or otherwise misrepresents a material fact which results (or would have resulted) in an overpayment of housing assistance by GDPM.

GDPM will evaluate whether or not:

The participant had knowledge that his/her actions were wrong

The participant willfully violated the family obligations or the law

Knowledge. This will be evaluated by determining whether the participant was made aware of program requirements and prohibitions. The participant's signature on various certifications, the briefing certificate, and the personal declaration are adequate to establish knowledge of wrongdoing.

Willful Intent. Any of the following circumstances will be considered adequate to demonstrate willful intent:

- (a) An admission by the participant of the misrepresentation
- (b) Repetition of the misrepresentation
- (c) Use of a false name or Social Security number
- (d) Admissions of the illegal action or omission by the participant to others

- (e) Omission of material facts known to the participant (e.g., employment of the participant or other household member)
- (f) Falsification, forgery or altering of documents
- (g) Uttering and certifying to statements at an interim (re)determination that are later independently verified to be false

4. **Dispositions of Cases Involving Misrepresentations.** In all cases of misrepresentations involving efforts to recover monies owed, GDPM will pursue, depending upon its evaluation of the criteria stated above, one or more of the following actions:

(a) **Criminal Prosecution.** GDPM will prosecute for criminal intent if these cases meet the criteria for prosecution, GDPM will refer the case to the local state or district attorney, notify HUD's regional inspector general for investigation (RIG!), and terminate rental assistance.

(b) Administrative Remedies. GDPM may:

Terminate assistance and demand restitution in full

Terminate assistance and execute an administrative repayment agreement in accordance with the GDPM's repayment policy

Terminate assistance and pursue restitution through civil litigation

Permit continued assistance at the correct level and execute an administrative repayment agreement in accordance with GDPM's repayment policy

5. **Conference for Serious Violations and Misrepresentations.** When GDPM has established that a material misrepresentation has occurred, a conference will be scheduled with the family representative and GDPM staff person who is most knowledgeable about the circumstances of the case.

This conference will take place prior to any proposed action by GDPM. The purpose of such a conference is to review the information and evidence obtained by GDPM with the participant and to give the participant an opportunity to explain any document findings that conflict with representations in the family's file. Any documents or mitigating circumstances presented by the family will be taken into consideration by GDPM. The family will be given the opportunity to furnish any mitigating evidence at the conference.

A secondary purpose of the conference is to assist GDPM in determining the course of action most appropriate for the case. Prior to the final determination of the proposed action, GDPM will consider:

The duration of the violation The number of false statements

The family's ability to understand the rules

The family's willingness to cooperate and to accept responsibility for the family's actions

The amount of money involved The family's history

The presence or absence of criminal intent

6. **Notification to Participant of Proposed Action.** GDPM will notify the family in writing of the proposed action no later than 5 days after the case conference by mail.

Chapter 37

CONFIDENTIAL AND INFORMATION SECURITY

Applicants and participants are required to sign the HUD Form 9886 Authorization for Release of information. This document incorporates the Federal Privacy Act Statement and describes the conditions under which HUD and GDPM will release family information.

As specified in the HUD Form 9886 GDPM may disclose information for certain routine uses such as to other governmental agencies for law enforcement purposes, to federal agencies for employment suitability and to housing authorities for the purpose of determining housing assistance.

Applicant and participant records may be disclosed:

- pursuant to a written request signed by all individuals to whom the records pertain.
- pursuant to a lawfully issued subpoena or court order or as otherwise required by law.

All applicant or tenant records will be stored in a confidential manner and will be made available to GDPM employees or authorized persons upon a need to know basis.

Chapter 38
PROJECT-BASED VOUCHER PROGRAM

38.1 INTRODUCTION

This Chapter of the GDPM Administrative Plan describes GDPM's policies related to the GDPM Project-Based Voucher (PBV) Program. In the PBV Program, the assistance is "attached to the structure". This is different from tenant-based vouchers, such as Section 8 Housing Choice Vouchers (HCV), which are "attached to the participant."

38.2 APPLICABILITY OF HCV PROGRAM POLICIES TO PBV PROGRAM:

Except as otherwise noted in this Chapter or specifically set-forth in the PBV Regulations located at 24 CFR 983, the policies of the HCV program described in this Administrative Plan and outlined in 24 CFR 982 apply to the GDPM PBV Program.

38.3 LIMITATION ON PBV PROGRAM SIZE [24 CFR 983.6]

The total number of PBV units may not exceed 20% of total voucher budget authority available for GDPM 's HCV Program.

38.4 EQUAL OPPORTUNITY REQUIREMENTS [24 CFR 983.8]

The PBV Program requires compliance with all equal opportunity requirements under federal law and regulation, including the authorities cited at 14 CFR 5.105(a).

38.5 UNIFORM RELOCATION ACT [24 CFR 983.7]

Any persons displaced as a result of the implementation of the PBV Program must be provided relocation assistance in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA) and its implementing regulations at 49 CFR Part 24. The cost of required relocation assistance should be paid by the owner or by funds available from other sources. Under no circumstances will GDPM use voucher program assistance to pay for relocation costs.

When computing a replacement housing assistance payment to a residential tenant displaced as a direct result of a privately undertaken rehabilitation or demolition, the terms "initiation of negotiations" means the execution of the initial Agreement between GDPM and the owner¹.

¹ For new construction or rehabilitation, the initial agreement is the AHAP. For existing properties, the initial agreement is the HAP Contract.

38.6 METHODS OF SELECTION OF PBV OWNER PROPOSALS [24 CFR 983.51]

Prior to selection of a proposal for PBV assistance, GDPM must determine that the property is eligible for housing, that the project complies with the regulatory limitations on the amount of assisted units per project, that the property meets applicable site selection standards and that the project complies with all other applicable HUD regulations and requirements.

GDPM will use one of the following methods to select owner proposals:

- Competitive Request for Proposals: GDPM may issue a request for PBV proposals. The request for proposal (RFP) will not be limited to a single site and will not impose restrictions that explicitly or practically preclude owner submission of proposals for PBV housing on different sites. When evaluating owner proposals, GDPM will use the selection criteria outlined in Section 38.8 below.
- Selection Based on Previous Competition: At GDPM's discretion, GDPM may select, without competition, a proposal where units were selected for housing assistance under a federal, state, or local government housing assistance, community development, or supportive services program that required a competitive selection of proposals (e.g., HOME, LIHTC) where the proposal has been selected in accordance with the program's selection requirements and in accordance with the requirement outlined in Section 38.9 below.

Generally, GDPM will select proposals based upon previous competition and will utilize the RFP method if an adequate number of proposals based upon a prior reward have not been received.

38.7 PROHIBITION AGAINST COMMITMENT OF PBVS PRIOR TO SELECTION

Developers of low-income housing tax credit (LIHTC) units often approach the local PHA seeking a commitment of PBVs. GDPM cannot commit PBVs until or unless it has followed the selection requirements set forth in 24 CFR 983 and in this Administrative Plan.

38.8 NOTICE OF INTENT TO PROJECT-BASE [24 CFR 983.6(D)]

Before issuance of a RFP or selection of a proposal based on previous competition, GDPM must submit a Notice of intent to Project-Base to HUD¹⁰. The following information must be submitted to HUD no later than 14 calendar days prior to the date that GDPM intends to issue the RFP or make a selection based on previous competition:

- The total amount of annual budget authority;
- The percentage of annual budget authority to be project-based; and
- The total amount of annual budget authority GDPM is planning to project-base pursuant to the selection and the number of units that such budget authority will support.

¹⁰ *The submission must be emailed to pbvsubmission@hud.gov*

38.9 REQUEST FOR OWNER PROPOSAL (RFP)- SITESELECTION STANDARDS
[24 CFR 983.57]

If GDPM utilizes the competitive process for selection for award of PBVs, GDPM will publish an RFP that will include the following:

- Number of project-based vouchers available
- A Minimum of 15-day submission deadline
- The required proposal format
- Contract requirements and term
- The housing type (new construction, rehab, existing)
- Household classification (senior, family, veteran, etc.)
- Minimum & maximum number of total units permitted for the project
- Minimum & maximum number of PBV units permitted for the project
- Project specific Selection criteria

Notice of the RFP will be published on GDPM's website and at least twice in a 14 day period in a local newspaper of general circulation.

When determining a proposal's eligibility for award, GDPM will review its selection criteria which will include, but will not necessarily be limited to consideration of the following criteria and site and neighborhood standards:

- Adherence to GDPM's goals of creating, preserving, and maintaining quality affordable housing, deconcentrating poverty, and expanding housing and economic opportunities as set forth in Chapter I of this Administrative Plan;
- The extent to which the proposal complements other GDPM housing and neighborhood revitalization activities;
- The feasibility of the supportive services plan, if applicable;
- The extent to which the proposed project serves very low-income families in mixed-income projects and promotes greater housing choice opportunities;
- Site location is conducive for residential living and is properly zoned;
- Design includes amenities and a layout that meets the needs of the population served;
- Demonstration of project financial feasibility;
- Demonstration of capacity and prior experience;
- The development will be located in a census tract where the concentration of assisted units will be or has decreased as a result of public housing demolition;
- The proposed development will be located in a census tract that is undergoing significant revitalization;
- The location is in a HUD-designated Enterprise Zone, an underserved census tract, or in an area that demonstrates a need for affordable housing units and affirmatively furthers fair housing;

- Whether state, local, or federal dollars have been invested in the area that has assisted the achievement of the statutory requirement;
- Whether the proposed PBV development is in a census tract where new market rate units are being developed and the likelihood that such market rate units will positively impact the poverty rate in the area;
- If the proposed PBV development is in an area in which the poverty rate is greater than 20%, whether in the past five years there has been an overall decline in the poverty rate;
- Whether the proposed PBV development will be located in census tract where there are meaningful opportunities for educational and economic advancement;
- The site is suitable from the standpoint of facilitating and furthering compliance with the applicable provisions of Title VI of the Civil Rights Act of 1964 and HUD's implementing regulations at 24 CFR part 1; Title VIII of the Civil Rights Act of 1968 and HUD's implementing regulations at 24 CFR Part 100 through 199; Executive Order 11063 (27 FR 11527; 3 CFR, 1959-1963 Comp., p. 652) and HUD's implanting regulations at 24 CFR Part 1 07 and the site meets the section 504 site selection requirements described in 24 CFR 8.4(b)(5);
- Any other project-specific criteria set forth in the RFP.

Existing and Rehabilitated Housing Site and Neighborhood Standards: In addition to consideration of the above criteria, a site for existing or rehabilitated housing must meet the following site and neighborhood standards: The site must:

- Be adequate in size, exposure, and contour to accommodate the number and types of units proposed;
- Have available adequate utilities and streets to service the site;
- Not be functionally or physically obsolete (or will not so remain after rehabilitation is completed);
- Promote greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons;
- Be accessible to social, recreational, educational, commercial, and health facilities and services that are at least the equivalent to those typically found in neighborhoods consisting largely of unassisted, standard housing or similar market rents;
- Be so located that travel time and cost via public transportation or private automobile from the neighborhood to places of employment providing a range of jobs for lower-income workers is not excessive.

New Construction Site and Neighborhood Standards: A site for newly constructed housing must meet the following site and neighborhood standards:

- The site must be adequate in size, exposure, and contour to accommodate the number and type of units proposed;
- adequate utilities and streets must be available to service the site;

- The site must not be located in an area of minority concentration, except as permitted under 24 CFR 983.57(e)(3), and must not be located in a racially mixed area if the project will cause a significant increase in the proportion of minority to non-minority residents in that area;
- The site must promote greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons;
- The neighborhood must not be one that is seriously detrimental to family life or in which substandard dwellings or other undesirable conditions predominate, unless there is actively in progress a concerted program to remedy the undesirable conditions;
- The housing must be accessible to social, recreational, educational, commercial, and health facilities and services and other municipal facilities and services that are at least equivalent to those typically found in neighborhoods consisting largely of unassisted, standard housing of similar market rents;
- Except for new construction housing designed for elderly persons, travel time, and cost via public transportation or private automobile from the neighborhood to places of employment providing a range of jobs for lower-income workers, must not be excessive.

38.10 SELECTION CRITERIA BASED ON PREVIOUS COMPETITION [24 CFR 983.51(b)(2)]

In GDPM's sole discretion, GDPM may select, without competition, a proposal that has been competitively awarded under an eligible general, state or local housing assistance, community development, or supportive services program that required a competitive selection of proposals. To be eligible for award based upon previous competition the proposal must demonstrate the following:

- It selected in accordance with the eligible program's competitive selection requirements;
- It was awarded within three years of the PBV proposal selection;
- It was awarded without any consideration that the project would receive PBV assistance;
- The proposed project meets the site and neighborhood standards set forth in Section 38.8 of this Chapter.

When determining whether or not to provide PBV assistance based upon previous competition, GDPM will review the eligible program's initial solicitation, the owner proposal and the issued award letter. Additionally, GDPM will consider the selection criteria set forth in Section 38.8 above.

In order to request selection based upon previous competition, the project owner must submit a written request to GDPM's Chief Executive Officer. The request must include all material necessary to demonstrate that the above criteria is met, including, without limitation, a copy of the eligible program's original competitive solicitation, a certified copy of the owner's proposal for the eligible program 's award and the award letter that demonstrates the project was competitively. Prior to submitting a formal request, owners are encouraged to contact GDPM to determine whether or not

GDPM intends to and is authorized to provide a PBV award. The awarding of proposals shall be within GDPM's discretion and any award is contingent on available PBVs based upon GDPM's baseline vouchers number, HUD approval and must be in accordance with all applicable regulations.

38.11 NOTIFICATION OF OWNER SELECTION [24 CFR 983.51(d)]

GDPM will notify the owner of awarded projects promptly after award selection. Additionally, GDPM will publish a notice of selected proposals within 30 days of initial selection. All awarded proposals are subject to an environmental review and approval, a subsidy layering review and any other required reviews and approvals as set forth in this Chapter or in the HUD program rules and regulations.

GDPM will maintain records of its evaluation and selection process which will be available, upon request, to the public. Such records will be maintained for at least one year.

38.12 ELIGIBLE HOUSING TYPES [24 CFR 983.52]

GDPM may provide PBV assistance for units in existing housing or for newly constructed or rehabilitated housing developed under and in accordance with an Agreement.

Existing Housing: A housing unit is considered an existing housing unit for purposes of the PBV program, if at the time of notice of GDPM's proposal selection, the units substantially comply with the Housing Quality Standards (HQS) as set forth in HUD regulations and GDPM policy. Units for which new construction or rehabilitation began after owner's proposal but prior to execution of an Agreement do not subsequently qualify as existing housing.

38.13 PROHIBITION OF ASSISTANCE FOR INELIGIBLE UNITS [24 CFR 983.53]

GDPM may not provide PBV assistance for units of the following type of housing:

- Shared housing
- Units on the grounds of a penal, reformatory, medical, mental, or similar public or private institution;
- Nursing homes or facilities providing continuous psychiatric, medical, nursing services, board and care, or intermediate care;
- Units that are owned or controlled by an educational institution or its affiliate and are designated for occupancy by students of the institution;
- Manufactured homes;
- Transitional housing;
- Owner occupied homes.

38.14 PROHIBITION AGAINST SELECTING UNIT OCCUPIED BY INELIGIBLE FAMILY
[24 CFR 983.53(c)]

GDPM may not select units that are occupied by a family ineligible for participation in the PBV program. Before GDPM selects a specific unit to which assistance is to be attached, GDPM must determine whether the unit is occupied, and if occupied, whether the occupants are eligible for assistance.

38.15 PROHIBITION AGAINST ASSISTANCE OR UNITS FOR WHICH COMMENCEMENT OF CONSTRUCTION OR REHABILITATION OCCURRED PRIOR TO AGREEMENT TO ENTER INTO HAP CONTRACT. [24 CFR 983.53 (d) & 24 CFR 983.153]

GDPM may not provide PBV assistance for units for which construction or rehabilitation has commenced prior to execution of the AHAP. For the purposes of this Section:

- Construction commences when excavation or site preparation (including clearing of the land) begins for the project.
- Rehabilitation commences with the physical commencement of rehabilitation activity on the housing.

38.16 SUBSIDY LAYERING REVIEW

GDPM must request a subsidy layering review for proposed PBV contracts when a new construction or rehabilitation project has been selected and the project combines other forms of government assistance. GDPM will not enter into an AHAP until the project has successfully passed a subsidy layering review by HUD or a HUD approved agency.

38.17 ENVIRONMENTAL REVIEW [24 CFR 983.58]

In accordance with 24 CFR 983.58 and 24 CFR Part 58, an environmental review is required for all PBV units including existing units. GDPM, an owner, or its contractors may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct real property or commit or expend program funds or local funds for PBV activities until the environmental review is completed.

38.18 ACCESSIBILITY REQUIREMENTS [24 CFR 983.102]

PBV projects must meet program accessibility requirements of 24 CFR 983.102 and of Section 504 of the Rehabilitation Act of 1973 and implementing regulations found at 24 CFR part 8. Housing first occupied after March 13, 1991, shall comply with the design and construction requirements of the Fair Housing Amendments Act of 1988 and implementing regulations at 24 CFR 100.205, as applicable. GDPM must ensure that the percentage of accessible dwelling units complies with HUD requirements and that design and construction requirements, as applicable, are met.

38.19 LIMITATION ON NUMBER OF PBV UNITS IN A DEVELOPMENT [24 CFR 983.56]

GDPM may not provide PBV assistance for more than 25% of units in a selected development. Exceptions to the 25% cap include ("excepted units"):

- Units that house elderly or disabled families;
- Units that house families that receive qualified supportive services;
- Developments that contain no more than four units.

38.20 REQUIREMENTS APPLICABLE TO EXCEPTED UNITS [24 CFR 983.56(b)]

Units that house families that receive qualified supportive services must have at least one household member receiving qualified supportive services. The qualified supportive services are not required to be provided by or at the development. Qualified supportive services include, but are not limited to, the following:

- Family Self Sufficiency (FSS) Program;
- Welfare-to-Work programs;
- Case Management programs;
- Employment skills development and job training programs;
- Drug or alcohol treatment;
- Educational programs where there is a reasonable expectation of leading to self-sufficiency;
- Parenting skills, child care skills, financial budgeting and similar related service programs;
- Family supportive services.

Participation in medical or disability related supportive services, other than drug or alcohol treatment in the case of current abusers, is not required as a condition of residing in an excepted unit, but such services may be offered. Elderly or disabled families residing in excepted units are not required to participate in a qualified supportive service program.

GDPM will monitor the family's compliance with the qualified supportive services requirement at least annually as part of the family's recertification process. However, GDPM may request the family demonstrate its compliance more frequently, at its discretion. If changes to a family's supportive services program occur, the owner or family must notify GDPM in writing of such change and the notification must occur within 30 days of the change. Failure to report the change may result in GDPM determining the family is not in compliance with the requirement.

If a family successfully completes the supportive services requirement, the unit will continue to count as an excepted unit for as long as the family resides in the unit.

If a family in an expected unit fails, without good cause, to complete the supportive services requirement, GDPM will terminate the participant from the program¹ and the owner may terminate the lease.

38.21 HOUSING QUALITY STANDARDS [24 CFR 983.101]

The Housing Quality Standards (HQS) that apply to GDPM 's HCV Program generally apply to the PBV program. GDPM may impose additional standards in the Agreement with owner.

38.22 INSPECTIONS [24 CFR 983.103]

- 38.22.1. Pre-Selection Inspection: GDPM will examine the proposed site prior to proposal selection. To qualify as existing housing, units must substantially comply with HQS on the proposal selection date.
- 38.22.2. Pre-HAP Contract Inspection: GDPM will inspect each contract unit prior to execution of the HAP Contract. GDPM may not enter into a HAP Contract for a unit until the unit fully complies with HQS.
- 38.22.3. Turnover Inspection: Before another family may move into the assisted unit, GDPM will inspect the unit to ensure continued HQS compliance. A family may not receive assistance until the unit fully complies with HQS.
- 38.22.4. Inspections: At least annually during the term of the HAP Contract, GDPM will inspect at least 20% of PBV units in each building to ensure continued HQS compliance. GDPM will randomly select the units to be inspected. If more than 20% of the sampled units fail to comply with HQS, GDPM will re-inspect 100% of the PBV in each building.
- 38.22.5. Other Inspections: GDPM must inspect PBV units whenever needed to determine that the units comply with HQS and that the owner is providing maintenance, utilities, and other services in accordance with the HAP Contract.
- 38.22.6. Follow-Up Inspections: GDPM will conduct follow-up inspections needed to determine if the owner, or, if applicable, the family, has corrected the HQS violation. When conducting GDPM quality control HQS inspections, GDPM will include a representative sample of both tenant-based and project-based units.

38.23 SPECIAL REQUIREMENTS FOR NEWLY CONSTRUCTED OR REHABILITATED HOUSING [24 CFR 983 Subpart D]

This section describes specific requirements of PBV assistance for newly constructed or rehabilitated housing. This section does not apply to existing housing.

¹ GDPM will follow the termination procedures outlined in Chapter_ Termination of the GDPM Administrative Plan

38.23.1. Agreement to Enter into HAP Contract CAHAP): After receiving notice that the subsidy layering requirements and environmental review requirements have been met and prior to commencement of construction or rehabilitation activities, GDPM will enter into an AI-IAP with the owner of the PBV development. The AHAP will be in a form prescribed by HUD and must describe the following features of the housing to be developed:

- Site;
- Location of contract units;
- Number of contract units by area (size) and number of bedrooms and bathrooms;
- Services, maintenance, or equipment to be supplied by the owner without additional charges in addition to rent;
- Utilities available and identification of which utilities will be paid for by owner;
- Indication of whether or not the design and construction requirements of the Fair Housing Act and implementing regulations at 24 CFR 100.205 and the accessibility requirements of section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR 8.22 and 8.23 apply to units under the Agreement. If applicable, any required work must be included in the description of work to be performed;
- Estimated initial rents to owner;
- Description of the work to be performed under the Agreement. If the Agreement is for rehabilitation, the work description must include the rehabilitation work write up and, where determined necessary by GDPM, the specifications and plans. If the Agreement is for new construction, the work description must include the working drawings and specifications.

38.23.2. Conduct of Development Work: When conducting the development work, the owner must adhere to the following requirements:

- 38.23.2.1. *Labor Standards*: For development of nine or more PBV units, the owner and owner's contractors and subcontractors must comply with Davis-Bacon wages requirements; the Contract Work Hours and Safety Standards Act requirements, and other applicable federal labor relations laws and regulations;
- 38.23.2.2. *Equal Opportunity*: The owner must comply with federal equal employment opportunity requirements;
- 38.23.2.3. *Section 3*: The owner must comply with the training, employment, and contracting opportunity requirements set forth in Section 3 of the Housing and Urban Development Act of 1968.
- 38.23.2.4. The owner must be eligible to participate in federal programs and activities.
- 38.23.2.5. *Disclosure of Conflict of Interest*: The owner must disclose any possible conflict of interest.

38.23.3. Completion of Construction/Rehabilitation: The owner must complete the construction and rehabilitation activities by the deadline set forth in the AHAP. At a minimum, the owner must submit a certification that the work has been completed in accordance with HQS and other requirements set-forth in the AHAP and that owner has complied with the labor, equal opportunity and section 3 requirements.

38.23.4. GDPM Acceptance of Completed Units: After submission of the owner certification, GDPM will inspect the unit to determine that the construction/rehabilitation has been completed in accordance with the AHAP and HQS. GDPM may not enter into a HAP Contract until GDPM determines all requirements in the AHAP have been met and the owner has submitted all required certifications. If GDPM determines that the unit has been completed in accordance with the AHAP and the owner has submitted the required certifications, GDPM may execute a HAP Contract.

38.24 HOUSING ASSISTANCE PAYMENT (HAP) CONTRACT [24 CFR 983 Subpart E]

GDPM will enter into a HAP Contract with the owner on a form prescribed by HUD. The HAP contract will specify, at a minimum:

- the amount of housing assistance GDPM will provide to the owner when the unit is occupied by an eligible family during the HAP term;
- the total number of contract units by bedroom size;
- information needed to identify the specific contract units;
- services, maintenance, and equipment to be supplied by the owner;
- utilities available and identification of owner paid utilities;
- the HAP Contract term;
- features provided to comply with program accessibility requirements of section 504 of the Rehabilitation Act of 1973;
- The initial rent to owner.

38.24.1. HAP Contract Term: The initial term of the HAP contract shall not exceed 15 years.

38.24.2. HAP Contract Extension: Within one year before expiration of the HAP contract, GDPM may extend the term for an additional term of up to 15 years. GDPM may provide for multiple extensions, but at no time may the HAP Contract extensions exceed 15 years.

38.24.3. Termination:

38.24.3.1. GDPM may terminate the HAP contract if it receives insufficient funding from HUD.

38.24.3.2. GDPM may abate and terminate the HAP contract for non-compliance of HQS in accordance with GDPM's HCV policies;

- 38.24.3.3. If the amount of rent to an owner for any contract unit is reduced below the amount of the initial rent to owner, the owner may terminate the HAP contract by giving notice to GDPM.
- 38.24.4. Amendments to HAP Contract to Substitute Units: GDPM may amend the HAP contract to substitute a different unit with the same number of bedrooms in the same building.
- 38.24.5. Amendment to Add Contract Units: At the discretion of GDPM and provided the number of PBV units in a project will not exceed any applicable cap, a HAP Contract may be amended to add additional PBV units to a building. The anniversary and expiration date for the added units will be the same as for the existing units under the HAP Contract.

38.25 OCCUPANCY REQUIREMENTS [24 CFR 983.251]

- 38.25.1. Who May Receive PBV Assistance?: GDPM will select families who from the PBV development's site-specific waitlist. GDPM will not approve a tenancy if the owner of a unit is the parent, child, grandparent, grandchild, sister or brother of any member of the family.
- 38.25.2. Protection of in-place Families: The term "in-place family" means an eligible family residing in a proposed PBV contract unit on the proposal selection date. In order to minimize displacement of in-place families, if a unit is placed under contract and is occupied by an eligible family on the proposal selection date, the in-place family must be placed on GDPM's waitlist and, once continued eligibility is determined, the family must be given an absolute preference for an appropriately sized unit within the PBV development.
- 38.25.3. Selection from the GDPM Waitlist: GDPM uses site-based waitlists for each PBV development. Applicants are placed on the PBV development waitlist by referral of the owner. All new applicants and families currently on the GDPM HCV waitlist must be provided with the option to have their names placed on any open PBV waitlist. GDPM will notify applicants and program participants in a manner listed under 24 CFR 982.206(a). GDPM selects applicants in the order in which they appear on the site-specific waitlist with the following exceptions:
- Accessible Units (24 CFR 983.251 (c)(7)): When selecting families to occupy PBV units that have special accessibility features for person with disabilities, GDPM will first refer families who require such features to the owner.
 - Not less than 75% of the families admitted to GDPM's tenant-based and project-based voucher programs during a fiscal year shall be extremely low-income families. The income targeting requirements at 24 CFR 982.20I(b)(2) apply to the total admissions to GDPM's project-based and tenant-based voucher programs during the fiscal year from the GDPM waitlist for such programs.
- 38.25.4. Offer of PBV Assistance: If a family refuses GDPM's offer of PBV assistance or an owner rejects a family for admission to a PBV unit, such refusal or rejection will not affect the family's position on the GDPM waitlist. GDPM will not take any of the following actions against an applicant who has applied for, received, or refused on offer of PBV assistance:

- Refuse to list the applicant on the GDPM tenant-based voucher assistance waitlist;
- Deny any admission preference for which the applicant is currently qualified;
- Change the applicant's place on the waitlist based on preference, date, and time of application, or other factors affecting selection under GDPM's policies;
- Remove the applicant from GDPM's waitlist.

38.26 LEASING OF PBV UNITS [24 CFR 983.253 & 24 CFR 983.256]

During the term of the HAP contract, the owner must lease contract units only to eligible families selected and referred by GDPM from the waitlist maintained by GDPM.

The owner is responsible for adopting written tenant selection procedures that are consistent with the purpose of improving housing opportunities for very-low income families and reasonably related to program eligibility and an applicant's ability to perform the lease obligations.

Form of Lease: The tenant and owner must enter into a written lease agreement. In all cases, the lease must include the HUD-required tenancy addendum. GDPM may review the lease form and may decline to approve the form. If the tenant and owner agree to any change in the lease, such change shall be submitted to GDPM within 10 days of execution. Advance approval of GDPM is required if the change is related to owner and tenant responsibilities for utilities.

38.27 TENANT SCREENING [24 CFR 983.55]

GDPM will screen applicants for the PBV program in accordance with Chapter 4 of this Administrative Plan. GDPM has no responsibility or liability to the owner or any other person for the family's behavior or suitability for tenancy.

Owner Responsibility: The owner is ultimately responsible for the screening and selection of the family to occupy the owner's unit,

38.28 WRONG-SIZED AND ACCESSIBLE UNITS [24 CFR 983.260]

GDPM's subsidy standards determine the appropriate unit size for the family size and composition. If GDPM determines that a family is occupying a wrong sized unit or that a family is occupying a unit with accessible features that the family does not require, and the unit is needed by a family that requires the accessible features, GDPM will promptly notify the owner and the family and will offer continued assistance in another unit. The owner shall offer the family an appropriately sized PBV unit in the same development, if available.

Termination of HAP: If GDPM offers the family the opportunity to receive HCV assistance, GDPM must terminate the HAP for a wrong-sized unit or accessible unit at the earlier of the expiration of the term of the family's voucher or the date the family vacates the unit. If a family does not vacate the

wrong-sized or accessible unit by the expiration date of the term of the family's voucher, GDPM must remove the unit from the HAP contract.

38.29 FAMILY RIGHT TO MOVE [24 CFR 983.261]

The family may terminate the assisted lease at any time after the first year of occupancy. The family must give the owner advance written notice of its intent to vacate and in accordance with their lease agreement. If the family terminates its lease in this manner, GDPM must offer the family the opportunity for continued tenant-based rental assistance. If a voucher is not immediately available upon the termination of the family's lease, GDPM will give the family a preference to receive the next available voucher.

If the family terminates the lease before the end of the initial year, the family relinquishes the opportunity for continued assistance with a tenant-based voucher.

38.30 RENT TO OWNER [24 CFR 983 Subpart G]

Except for certain tax-credit units as provided below, the rent to owner must not exceed the lowest of:

- An amount determined by GDPM, not to exceed 110% of the applicable FMR for the unit bedroom size minus any utility allowance;
- The reasonable rent; or
- The rent requested by the owner.

Rent to Owner for Certain Tax Credit Units:

If a tax credit unit:

- Receives low-income housing tax credits under the Internal revenue Code of 1986 (see 26 U.S.C 42);
- Is not located in a qualified census tract;
- Is in the same building as comparable tax credit units of the same bedroom size and do not have any other form of assistance attached to the unit; and
- Rent exceeds the applicable fair market rental

Then, the rent to owner must not exceed the lowest of:

- The tax credit rent minus any utility allowance;
- The reasonable rent; or
- The rent request by the owner.

Reasonable Rent: GDPM will determine the reasonable rent in accordance with 24 CFR 983.303 and Chapter 13 of this Admin Plan.

38.31 VACANCY PAYMENTS: GDPM does not provide vacancy payments.

38.32 GDPM-OWNED UNITS UNDER THE PBV PROGRAM [24 CFR 983.3 & 24 CFR 983.59]

For the purposes of the PBV program, GDPM-owned means that GDPM or its officers, employees, or agents or an entity that holds any such direct or indirect interest in the building, including, but not limited to an interest as a titleholder, lessee, stockholder, member or general or limited partner or member of a limited liability corporation. Therefore, if GDPM, its officers, employees, or agent possess any interest in the building, the PBV development or building is considered GDPM-owned and must comply with the following requirements governing PHA- owned units.

38.32.1. Independent Entity: A unit of general local government or a HUD-approved independent entity must perform the following functions for GDPM-owned units:

- HQS Inspections;
- Rent Reasonableness determinations; and
- If applicable, review of the GDPM's proposal for PBV assistance.

GDPM must identify in writing the proposed independent entity and submit it to the local HUD Office of Public and Indian Housing prior to entering into the AHAP for new construction and rehabilitation or prior to selection for existing housing.

If GDPM plans to utilize the independent entity to review its proposal selection process, GDPM must submit a request for approval of the independent entity to the local HUD Office of Public and Indian Housing at the same time GDPM notifies HUD of its intent to project-base as set forth in Section 38.7 of this Chapter.

38.32.2. Selection of GDPM-Owned Units: GDPM may submit a proposal for PBV assistance in connection with GDPM-owned units. If GDPM selects GDPM-owned units, such units shall only be assisted under the PBV program if HUD or a HUD-approved independent entity reviews GDPM's selection process and determines that the GDPM-owned units were appropriately selected based on the selection criteria specified in the GDPM Administrative Plan. If GDPM selects GDPM-owned units, GDPM must submit the following to HUD or the HUD approved independent entity for review:

- all proposals submitted for PBV assistance in connection with the particular selection;
- a copy of the GDPM Administrative Plan;

- If the proposal was accepted pursuant to an RFP, the solicitation; and
- If the proposal was selected based upon previous competition, a copy of the proposal for the previous competition, and the award letter.

38.32.3. Contract Requirements for GDPM-Owned Units: The following requirements apply to all GDPM-owned units under the PBV program:

- The contract administrator and owner cannot be the same legal entity. Therefore, GDPM must establish a separate legal entity to serve as the owner; and
- The term of the initial HAP and any extension thereof, must be approved by HUD or a HUD-approved independent entity.

38.32.4. Inspections of GDPM-Owned Units: The following inspections of GDPM- owned units must be performed by a HUD-approved independent entity:

- Pre-Selection Inspections;
- Inspection of existing units;
- Pre-HAP Contract Inspections;
- Turnover Inspections;
- Inspections;
- HQS Inspections;
- Follow-up Inspections; and
- Other inspections performed to determine that GDPM is providing maintenance, utilities, and other services in accordance with the HAP contract.

The Housing Opportunity through Modernization Act of 2016 was signed into law on July 29, 2016. The Act amended some provisions of the United States Housing Act of 1937 (42 U.S.C.S 1437) related to Project-Based Vouchers. When the amendments become effective, several provisions of this chapter will be amended. Such changes are listed in Appendix A.

APPENDIX A

CHANGES PURSUANT TO THE HOUSING OPPORTUNITIES THROUGH MODERNIZATION ACT 2016

The Housing Opportunity Through Modernization Act of 2016 amended some provisions of the United States Housing Act of 1937 (42 U.S.C.S 1437) related to Project-Based Vouchers. When the amendments become effective, the follow changes to this Administrative Plan Chapter 38 provisions will be effective:

38.33 LIMITATION ON PBV PROGRAM SIZE [24 CFR 983.6]

The total number of PBV units may not exceed 20% of total authorized units available for GDPM's HCV Program.

Exception: GDPM may use up to an additional 10% of authorized units for PBV assistance to provide units that house individuals and families that meet the definition of homeless under Section 103 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11302), that house families with veterans, that provide supportive services to persons with disabilities or elderly persons, or that are located in areas where vouchers are hard to use.

38.19 LIMITATION ON NUMBER OF PBV UNITS IN A DEVELOPMENT [24 CFR 983.56]

GDPM may not provide PBV assistance for more than the greater of 25 units or 25% of the units in a selected development. Exceptions to the 25% cap include:

- Certain Families:
 - The limitation shall not apply to units assisted under a contract that are exclusively made available to elderly families or to households eligible for supportive services that are made available to the assisted residents of the development ("excepted units").
- Certain Areas:
 - Areas in which tenant-based voucher assistance is difficult to use
 - Areas located i n a census tract with a poverty rate of 20% or less PBV shall

be permitted in up to the greater of 25 units or 40% of the development.

- 38.24.1. HAP Contract Term: The initial term of the HAP contract shall not exceed 20 years
- 38.24.2. HAP Contract Extension: Within one year before expiration of the HAP contract, GDPM may extend the term for an additional term of up to 20-years. GDPM may provide for multiple extensions, but at no time may the HAP Contract extensions exceed 20 years.

- 38.24.5. Amendment to Add Contract Units: At the discretion of GDPM and provided the number of PBV units in a project will not exceed any applicable cap, a HAP Contract may be amended to add additional PBV units to a building without being subject to any additional competitive selection procedures. The anniversary and expiration date for the added units will be the same as for the existing units under the HAP Contract.
- 38.24.6. Exception: At GDPM's discretion, GDPM may enter into a HAP contract with an owner for any unit that does not qualify as existing housing and is under construction or recently has been constructed whether or not GDPM has entered into an AI-IAP with the owner, provided that the owner has complied with requirements set forth in 38.23.2 and subject to 24 CFR 983.

38.25 OCCUPANCY REQUIREMENTS [24 CFR 983.251]

- 38.25.1. Who May Receive PBV Assistance?: GDPM or owner will select families who from the appropriate waitlist. GDPM will not approve a tenancy if the owner of a unit is the parent, child, grandparent, grandchild, sister or brother of any member of the family.
- 38.25.2. Protection of in-place Families: The term "in-place family" means an eligible family residing in a proposed PBV contract unit on the proposal selection date. In order to minimize displacement of in-place families, if a unit is placed under contract and is occupied by an eligible family on the proposal selection date, the in-place family must be placed on GDPM's or the Owner's waitlist and, once continued eligibility is determined, the family must be given an absolute preference for an appropriately sized unit within the PBV development.

38.25.3. Selection from the GDPM Waitlist: GDPM may use site-based waitlists for each PBV development or GDPM may permit owners to select applicants from the owner's site-based waiting lists. Applicants may be placed on the GDPM PBV waitlist by referral of the owner. All new applicants and families currently on the GDPM HCV waitlist must be provided with the option to have their names placed on any open PBV waitlist. GDPM will notify applicants and program participants in a manner listed under 24 CFR 982.206(a). Applicants shall be selected in the order in which they appear on the GDPM or Owner's site-specific waitlist with the following exceptions:

- Accessible Units (24 CFR 983.251 (c)(7)): When selecting families to occupy PBV units that have special accessibility features for person with disabilities, GDPM will first refer families who require such features to the owner.
- Not less than 75% of the families admitted to GDPM's tenant-based and project-based voucher programs during a fiscal year shall be extremely low- income families. The income targeting requirements at 24 CFR 982.20I(b)(2) apply to the total admissions to GDPM's project-based and tenant-based voucher programs during the fiscal year from the GDPM waitlist for such programs.
 - Preferences: GDPM or owner may establish preferences or criteria for selection for a unit assisted under this section that are consistent with the GDPM can and that give preference to families who qualify for voluntary services, including disability-specific services, offered in conjunction with assisted units.
 - GDPM may establish and utilize procedures for owner based waiting lists.

38.25.4. Offer of PBV Assistance: **If** a family refuses an offer of PBV assistance or an owner rejects a family for admission to a PBV unit, such refusal or rejection will not affect the family's position on the waitlist. GDPM and owner will not take any of the following actions against an applicant who has applied for, received, or refused on offer of PBV assistance:

- Refuse to list the applicant on the waitlist;
- Deny any admission preference for which the applicant is currently qualified;
- Change the applicant's place on the waitlist based on preference, date, and time of application, or other factors affecting selection under GDPM's policies;
- Remove the applicant from the waitlist.

38.32.2. Selection of GDPM-Owned Units: GDPM may submit a proposal for PBV assistance in connection with GDPM-owned units. If GDPM selects GDPM-owned units, such units shall only be assisted under the PBV program if HUD or a HUD-approved

independent entity reviews GDPM's selection process and determines that the GDPM-owned units were appropriately selected based on the selection criteria specified in the GDPM Administrative Plan. If GDPM selects GDPM-owned units, GDPM must submit the following to HUD or the HUD approved independent entity for review:

all proposals submitted for PBV assistance in connection with the particular selection; a copy of the GDPM Administrative Plan;

- If the proposal was accepted pursuant to an RFP, the solicitation; and
- If the proposal was selected based upon previous competition, a copy of the proposal for the previous competition, and the award letter.

38.32.3. If GDPM is engaged in an initiative to improve, develop, or replace a public housing property or site, GDPM may attached PBV assistance to an existing, newly constructed, or rehabilitated structure in which GDPM has an ownership interest or control without following a competitive process.

CHAPTER 39

Rental Assistance Demonstration AND Project Based Voucher (PBV) Program for GDPM Owned Units

- I. Applicability:** This chapter applies to all former GDPM public housing units that have converted to the Project-based Voucher Program. This includes units converting through the HUD Rental Assistance Demonstration and GDPM public housing units that converted to the Project-Based Voucher Program outside of a RAD conversion. Collectively, these units may be referred to as “RAD/PBV” Units and collectively, the Program will be referred to as the “RAD/PBV Program” or “PBV Program”. Most policies below apply to both RAD and non-RAD PBV units. However, GDPM will specify the instances where a particular policy or program rule applies exclusively to one program. While this chapter may refer to the PBV Program, it only applies to PBV units that were once GDPM public housing units and/or PBV units in which GDPM maintains an ownership interest.
- II. Background:** Authorized by the Consolidated and Further Continuing Appropriation Act of 2012, (Public Law 112-55), as amended, the Rental Assistance Demonstration (RAD) program allows housing authorities, such as GDPM, to convert its public housing units to the RAD PBV Program. In turn, the housing authority will be able to use different financing mechanisms not available under the public housing program, in order to access capital to address the millions of dollars in capital needs. In 2017, HUD authorized GDPM to convert its entire public housing portfolio.

GDPM’s RAD PBV Program generally follows the rules and regulations set forth for GDPM’s Housing Choice Voucher (HCV) Program and set forth in the GDPM Administrative Plan. This Chapter sets forth those differing rules and regulations that apply specifically to GDPM’s RAD PBV Program. RAD PBV Program rules and regulations are set forth in the following:

- Notice PIH 2012-32, REV-3, RAD – Final Implementation;
- Notice PIH 2014-17, Relocation Requirements under the RAD Program, Public Housing the First Component;
- Notice PIH 2016-17, Rental Assistance Demonstration (RAD) Notice Regarding Fair Housing and Civil Rights Requirements and Relocation Requirements Applicable to RAD First Component – Public Housing Conversions;
- RAD Quick Reference Guide for Public Housing Authorities Converting to PBV Assistance;
- RAD Welcome Guide for New Awardees.

- III. Tenant Selection Plan:** This Chapter constitutes the tenant selection plan for all GDPM owned PBV developments. Specific developments may have additional terms depending on the requirements of partnering financing and other governmental agencies. For copies of project specific plans, please email housingdevelopment@gdpm.org.

- IV. When HCV policies Apply to the PBV Program:** Many of the GDPM HCV policies also apply to the PBV Program, including but not necessarily limited to policies related to eligibility. Except as otherwise set forth in this Chapter, GDPM's HCV Policies contained in the GDPM Administrative Plan apply to GDPM's PBV Program. A complete list of the HCV Admin Plan Chapters applicable to the PBV Program is contained in Appendix 1 of this Chapter.
- V. No Rescreening of Tenants upon Conversion:** A RAD Conversion shall not be the basis for rescreening or terminating assistance or eviction of any family in a PBV community. Therefore, existing families shall not be rescreened, nor are they subject to eligibility determinations based on income.
- VI. Income-targeting Requirements:** Families in place at a RAD conversion will be considered new admissions to the voucher program. However, such families are exempt from the HUD income targeting requirements. When a current tenant moves out of the property that has undergone a RAD conversion, that unit must be rented to an eligible family and the income-targeting requirements apply. After conversion, at least 75% of the total admissions to the PBV and HCV Programs during each fiscal year must be to extremely-low income families.
- VII. Eligibility:** after conversion, PBV applicants must meet the eligibility requirements of applicants for the GDPM HCV Program set forth in Chapter 4 of the GDPM Administrative Plan.
- VIII. Elderly Properties:** Certain PBV Communities will be elderly/near-elderly only communities. Preference will be given to individuals aged 62 and older. However, families with a member(s) aged 50 and older may apply and be housed at the elderly designated communities. GDPM intends to designate the following communities as elderly/near elderly only upon RAD/PBV conversion:
- **Grand**
 - **Hallmark-Meridian**
 - **Metropolitan**
 - **Wilmington**
 - **Park Manor**
 - **Madrid Estates**
- IX. Organization of the GDPM PBV Waitlist:** GDPM will have several GDPM PBV community waitlists. PBV community waitlists will be separate and distinct from the GDPM HCV and Public Housing waitlists and will be listed in Appendix 2 of this Chapter. The PBV Waitlists for each community may contain both RAD and non-RAD PBV applicants.
- X. Waitlist Policy:** Unless a preference applies, applicants will be placed on the waitlist in the order in which they are received. GDPM will maintain its waitlists in accordance with all applicable civil rights and fair housing requirements and in accordance with the following:
- a. **Waitlist Administration at Conversion:** Prior to conversion, GDPM will apply the following principles:
 - i. All applicants on the site specific waitlist will be transferred to the site's new RAD PBV waitlist.

3. Applicants with both a Preference Three and Preference Two designation will have priority over those applicants with just a Preference Three designation.

Table: Order of Priority for Preferences

Family Community	Elderly Community
Preference 1	Preference 1 and 3
Preference 2 and 4	Preference 2, 3 and 4
Preference 2	Preference 3 and 2
Preference 4	Preference 3

- d. **Units with Accessibility Features:** When selecting families to occupy GDPM PBV units with special accessibility features for persons with disabilities, GDPM will first offer the unit to the next waitlist applicant family that needs such features.
- e. **PBV Applicant’s Placement on HCV Waitlist (24 CFR 982.205):** If the GDPM HCV Waitlist is open at the time an applicant applies for a GDPM PBV Waitlist, GDPM will offer the applicant placement on the HCV Waitlist.
- f. **HCV Applicant’s Placement on GDPM PBV Waitlist (24 CFR 982.205):** If any GDPM PBV Waitlist is open when an applicant is placed on the HCV waitlist and the program includes units suitable for the applicant, GDPM will offer to place the applicant on any open GDPM PBV Waitlist.
- g. **Refusal of Offer of Assistance (24 CFR 983.251):** GDPM will **not** take any of the following actions against a family who has applied for, received, or refused an offer of PBV assistance:
 - i. Refuse to list the applicant on the HCV waitlist;
 - ii. Deny any admission preference for which the applicant qualifies (on any of the GDPM waitlists);
 - iii. Change the applicant’s place on the waitlist based on preference, date, and time of application;
 - iv. Remove the applicant from any other GDPM RAD PBV Waitlist, other PBV waitlist, or the GDPM HCV waitlist. Refusal of one GDPM RAD PBV unit will result is removal from that community’s waitlist only.
- h. **Applicants Choice of Waitlist:** An applicant may choose to be placed on any open PBV community waitlists. Refusal of an offer of one PBV unit will result in the applicant being removed from that community’s specific waitlist, but it will not result in removal from all GDPM PBV waitlists. If the applicant refuses any subsequent offers, the applicant may be removed from that specific community’s waitlist.
- i. **Removal from Waitlist:** In addition to removal from a waitlist after refusal of unit offer, GDPM’s policies and procedures governing “*Removal from Waiting List and Purging*” (*Admin Plan Chapter 6*) applies to GDPM’s PBV Program. Additionally, an applicant will be removed from all PBV community waitlists once an applicant accepts a PBV unit.

- j. **Must be Eligible at PBV Commencement:** To be eligible to lease a GDPM PBV unit, an applicant must be eligible when PBV assistance commences. Eligibility at application does not guarantee eligibility when pulled from the waitlist.
- k. **General GDPM HCV Waitlist Provisions that Apply to GDPM's PBV Program:** In addition to any policies mentioned above, the following GDPM HCV Administrative Plan Chapter Six "*Establishing Preferences and Maintaining the Waiting List*" provisions apply to the GDPM PBV Program:
 - i. Special Admissions and Exceptions for Special Admissions (Section B, 6-1);
 - ii. Income Targeting (Section D, 6-4);
 - iii. Targeted Funding (Section F, 6-5);
 - iv. Preference and Income Targeting Eligibility (Section G, 6-5);
 - v. Order of Selection (Section H, 6-6);
 - vi. Final Verification of Preferences (Section I, 6-7);
 - vii. Preference Denial (Section J, 6-7); and
 - viii. Removal from Waiting List and Purging (Section K, 6-7)

XI. Eligibility Requirements: In addition to the eligibility requirements listed below and within this Chapter, with the exception of Section C; the eligibility requirements set forth in GDPM's HCV Administrative Plan Chapter 4 "*Eligibility and Admissions*" apply to the GDPM PBV Program. Additional eligibility criteria may include:

- a. Community specific eligibility requirements. The applicant must meet any community specific requirements including but not necessarily limited to the following:
 - i. Specific income-mixing requirements for certain Low Income Housing Tax Credit communities;
 - ii. Minimum age requirements for elderly designated communities. A household member may be below the minimum age requirement, but the family will be considered an 'elderly' family and therefore qualify for placement on an elderly designated community waitlist if any member of the household is aged 50 or older.
 - iii. Any other established community specific selection criteria.
- b. All public housing residents in place at a RAD conversion are eligible for the GDPM PBV Program and will not be rescreened.

XII. Tenant Screening (24 CFR 983.255): In addition to the eligibility requirements, when selecting applicants for the GDPM PBV communities, GDPM will consider a family's background with respect to the following factors:

- a. Payment of rent and utility bills;

- b. Caring for the unit and premises;
- c. Respecting the rights of other residents to the peaceful enjoyment of their housing;
- d. Drug-related criminal activity or other criminal activity that is a threat to the health, safety, or property of others; and
- e. Compliance with other essential terms of the lease.

XIII. Applying for Admission: Except for tenants in place at RAD conversion, the GDPM HCV Policies set forth in the GDPM Administrative Plan Chapter 5 “*Applying for Admission*” are applicable to the GDPM PBV Program with the following exceptions:

- 5-7: GDPM may use any type of permitted third party for criminal background checks;

XIV. Verification: The GDPM HCV Policies on verification as set forth in the GDPM Administrative Plan Chapter 9 “*Verification*” apply to verifications in the PBV Program with the following exceptions:

- 9-2: Requirements for Acceptable Documents - photocopies will be accepted;
- 9-5: Certain Income, Asset and Expenses Sources – If permitted in HUD guidelines, GDPM will accept self-certification in lieu of paying for third party verifications.
- 9-12: Verification of Preference Status*.
- 9-16: Income from Excluded Sources.

**Verification of Preference Status for PBV Program: When determining final eligibility for an applicant, GDPM will verify any preference claimed by the applicant and place supporting documentation (e.g. a copy of the Applicant Profile) in the tenant file.*

XV. Required Briefing (983.252): When a family accepts an offer of PBV assistance, GDPM will give the family an oral briefing. The family is required to attend the briefing. The briefing policy set forth in the GDPM Administrative Plan Chapter 10 Section B “*Briefing Types and required Attendance*” **does not** apply to the GDPM PBV Program with the following exception:

- 10-3: Section B *Briefing Types and Required Attendance*

XVI. Denial of Assistance: The policies set forth in the GDPM Administrative Plan Chapter 20 “*Denial or Termination of Assistance*” HCV Policies with regard to denial of assistance applies to the GDPM PBV Program.

XVII. Lease Agreement (24 CFR 983.256): After an applicant has been pulled from a waitlist, determined eligible, and determined suitable, the tenant will sign the lease agreement and occupancy may begin. The tenant must have legal capacity to enter into a contract under Ohio law.

- a. **Form of Lease:** GDPM and the tenant will enter into a written lease for the unit. The lease will be the standard GDPM PBV Lease Form and HUD form of tenancy addendum and shall be signed by the tenant and a GDPM representative.

- b. **Changes in Lease:** At least thirty (30) days advanced notice will be provided prior to any lease modification taking affect.
- c. **Term of Lease and Renewal:** Public Housing tenants in place at RAD conversion must sign the GDPM PBV Lease Agreement on or before the PBV HAP contract effective date. All other tenants must sign a lease prior to occupying a unit. The initial term of the lease will be for one year. The lease will provide for automatic renewals at the end of the initial term in successive month-to-month lease terms. However, the lease terminates when any of the following occur:
 - i. GDPM terminates the lease for good cause;
 - ii. The tenant terminates the lease;
 - iii. GDPM and the tenant agree to terminate the lease;
 - iv. The HAP Contract is terminated;
 - v. GDPM terminates assistance to the family.

XVIII. Security Deposit: A security deposit in an amount equal to one month of tenant rent or a minimum of \$50 may be charged for each household. At move-out, a list of all items charged against the security deposit will be provided to the tenant, any remaining portion will be provided to the tenant. If the amount of security deposit is insufficient to cover the entire balance due, GDPM may use any legal remedy available to seek payment.

XIX. Overcrowded, Under-occupied, and assisted units (24 CFR 983.260): The GDPM subsidy standard determines the appropriate unit size for the family size and composition.

- a. **Tenants in Place at Conversion:** The following applies to tenants in place at conversion:
 - i. All in-place tenants at the time of the RAD conversion are eligible to remain or return to that specific community.
 - ii. Over-housed families should be moved to appropriately sized units if such units are available.
 - iii. If an appropriately sized unit is not available the tenant may continue to be over-housed until an appropriately sized unit becomes available or the tenant vacates.
 - iv. Once the unit turns over, GDPM must place an appropriately sized family in the unit.
- b. **Tenants Admitted after Conversion:** The following applies to tenant's admitted after conversion:
 - i. GDPM will promptly notify a family of the determination and of an offer of continued assistance in another unit if GDPM determines that the family is occupying a:
 - 1. Wrong-sized unit, or

2. Unit with accessibility features that the family does not require (unrequired assisted), and the unit is needed by a family that requires the features.
- ii. The offer of continued assistance may include:
 1. Assistance in the same community;
 2. Assistance at another PBV community; or
 3. Tenant Based Voucher Assistance.
 - c. Following notification to tenants in place at a RAD/PBV conversion or tenants admitted after conversion, the tenant will have ____ days to relocate to new unit. Failure to relocate may result removal of tenant from HAP contract or termination of tenancy.
 - d. If GDPM offers the family a tenant-based voucher, GDPM must terminate the housing assistance payment for the wrong-sized or accessible unit at the earlier of the expiration of the term of the family's voucher, including any extension granted by GDPM, or the date upon which the family vacates the unit.

XX. GDPM Termination of Tenancy (24 CFR 983.357 & 982.310):

- a. During the term of the lease, GDPM may not terminate the tenancy except on the following grounds:
 - i. Serious violations of the lease (including but not limited to failure to pay rent or other amounts due under the lease) or repeated violations of the terms and conditions of the lease;
 - ii. Violations of Federal, Ohio, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit;
 - iii. Any household members' name appears on the state registry of sex offenders and child-victim offenders maintained under R.C. 2950.13 or any other similar state Sex Offender Registration and Notification Laws; or
 - iv. Other good cause.
- b. Termination for Criminal Activity:
 - i. *Drug-Related Criminal Activity:* Any drug-related criminal activity on or near the premises by any tenant, household member, or guest, or such activity engaged in on the premises by another person under the tenant's control, is grounds for termination of tenancy. Further, GDPM may terminate a family's tenancy when GDPM determines that a household member is illegally using a drug or when GDPM determines that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
 - ii. *Threat to other Residents:* GDPM may terminate tenancy for any of the following types of criminal activity by a covered person:

1. Any criminal activity that threatens the health, safety, or right of peaceful enjoyment of the premises by other residents and of property management staff, and/or persons residing in the immediate vicinity of the premise; or
 2. Any violent criminal activity on or near the premises by a tenant, household member, guest, and any such activity on the premises by a person under the tenant's control.
- iii. *Fugitive Felon or Parole Violator:* GDPM may terminate tenancy of a tenant if tenant (a) is fleeing to avoid prosecution, or custody, or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the State of Ohio; or (b) violates a condition of probation or parole under Federal of Ohio Law.
- iv. *Evidence of Criminal Activity:* GDPM may terminate tenancy and evict a family for criminal activity by a covered person in accordance with this section if GDPM determines that the covered person has engaged in the criminal activity, regardless of whether the covered person has been arrested or convicted for such activity and without satisfying the standard of proof used for a criminal conviction.
- c. *Termination for Other Good Cause:* Other good cause for termination of tenancy may include, but is not limited to, any of the following examples:
- i. Failure of the family to accept the offer of a new lease or revision of the lease (except GDPM may not terminate for this reason during the initial lease term);
 - ii. A family history of disturbance of neighbors, or destruction of property or of living or housekeeping habits resulting in damage to the unit or premises;
- d. If terminating a family's tenancy, GDPM will provide adequate written notice of the termination which will not be less than:
- i. A reasonable period, but not to exceed 30 days:
 1. If the health or safety of other tenants, GDPM employees, or persons residing in the immediate vicinity of the premises is threatened; or
 2. In the event of any drug-related or violent criminal activity or any felony conviction
 - ii. Not less than 30 days in the case of nonpayment of rent and in conformance with the terms of the Tenancy Addendum (HUD Form 52530c or replacement form) ; and
 - iii. 30 days in any other case unless a shorter time period is permitted under Ohio law, the shorter time period may then apply.

- XXI. Termination of Assistance:** In addition to the items set-forth above, GDPM will follow the policies contained within GDPM Admin Plan Chapter 20 “*Denial or Termination of Assistance*” when terminating assistance.
- XXII. Family Right to Move (24 CFR 983.261):** The family may terminate the lease at any time after the first year of occupancy. The family must provide at least thirty (30) days advance written notice. Rental payments may accrue until after the later of the date the tenant moves or until the month following the expiration of the notice.
- XXIII. Tenant Absences from the Unit (24 CFR 983.256 and 983.312):** GDPM defines extended absence as the resident being absent from the unit for longer than 60 continuous days, or for longer than 180 days for medical reasons and must terminate tenancy of household due to household extended absence from the unit.
- XXIV. Continuation of Housing Assistance Payments (24 CFR 983.258 & PIH 2012-32, Rev 3):**
- a. **Tenants in place at conversion:**
 - i. Public housing tenants in place at RAD/PBV conversion are placed on and remain under the HAP contract – even when Total Tenant Payment (TTP) equals or exceeds gross rent. In this case, until such time as the family’s TTP falls below the gross rent, the family will pay GDPM the lesser of their TTP minus the utility allowance or any applicable maximum rent under the LIHTC program.
 - ii. The family will continue to pay this amount until circumstances change and HAP is, once again, paid on the family’s behalf. In other words, assistance may subsequently be reinstated if the tenant becomes eligible for assistance. In such cases, the tenant is still considered a program participant.
 1. All family obligations and responsibilities still apply;
 2. All requirements with respect to the unit, such as compliance with HQS still apply.
 - b. **Tenants admitted after conversion:**
 - i. All admissions must be eligible for a HAP payments on the date of admission to the program.
 - ii. Assistance will be terminated 180 days after the last housing assistance payment is paid on their behalf.
 - iii. During the Initial 180 days after cessation of HAP: The cessation of the HAP does not impact the family’s rights under the lease and it does not preclude the resumption of HAP payments as a result of later changes in income, rents, or other relevant circumstances if such changes occur within the 180 day window. A tenant must report any change in circumstances that could result in a HAP payment prior to the 180 day expiration.
 - iv. After 180 days of cessation of HAP: After 180 days, assistance may be terminated and GDPM must remove the unit from the HAP contract. If the

RAD community is fully subsidized, GDPM must reinstate the unit after the family has vacated the property. If the RAD community is partially assisted, GDPM may substitute another unit for the unit under the HAP. Stopped edit review here 8/2

1. Units removed from HAP are not subject to the HQS inspection requirements. The family's obligations under the lease agreement continue to apply, however, certain PBV program requirements may not apply (such as required annual recertification).

XXV. Choice Mobility (24 CFR 983.262): The family may terminate the assisted leased unit any time after the first year of occupancy. The family must provide GDPM advanced written notice of intent to vacate in accordance with the lease agreement.

- a. After one year of continued occupancy in a PBV unit and subject to availability, a tenant may participate in the GDPM RAD Choice Mobility Program and receive tenant based assistance.
- b. GDPM will provided up to 75% of its annual turnover vouchers to GDPM PBV Choice Mobility participants.
- c. The family must request, in writing, to participate in the Choice Mobility Program and such request may not be submitted until the tenant is eligible to participate in the program.
- d. If the family moves from one PBV community to another PBV community prior to completing the 12-month occupancy requirement, the 12-month clock will reset.
- e. If a family transfers to a unit within the same PBV community, the 12-month clock will not reset.
- f. The request must be provided prior to a tenant providing a notice of lease termination to GDPM or the family will not be eligible to participate in the Choice Mobility Program.
- g. If a family vacates prior to receiving a voucher, the family will not be eligible to participate in the Choice Mobility Program.
- h. If the tenant requests tenant-based assistance but such assistance is not available, GDPM will place tenant on the Choice Mobility Waitlist. The tenant will remain eligible for a Choice Mobility Voucher as long as the family continues to reside at the same covered community. If a tenant moves to another PBV community or provides a notice to vacate, the tenant will be removed from the Choice Mobility Waitlist.
- i. The Choice Mobility Waitlist will be managed by GDPM and vouchers will be issued in accordance with the date/time of placement on the Choice Mobility Waitlist.
- j. Tenants in good standing will receive priority over tenants who:
 - i. Owe GDPM and/or Landlord a past due balance;
 - ii. Are not in good standing;

- iii. Have been subject to lease termination during the prior 12 months of occupancy.

XXVI. VAWA and Emergency Transfers under VAWA: GDPM's VAWA and Emergency Transfer Policy applies to the GDPM PBV Program. A copy of the policy is located in the Appendix 3 of this Chapter.

XXVII. Transfer Policy: In addition to the provisions set forth in Chapter 26 Transfer Policy of the GDPM HCV Administrative Plan, the following provisions apply:

- a. **Over/Under Housed Transfers:** If a household is considered, at GDPM's determination, 'over housed' or 'under housed' and a properly sized unit is not available at the family's current community, GDPM may initiate a transfer to an available properly sized unit. Generally, GDPM will select a community with an available properly sized unit that is closest to the household's current unit. This provision does not apply to tenants in place at RAD conversion.
- b. **Incentive Transfer:** If a family has resided at a GDPM community with 100 or more units for at least one year and that family is in good standing, as determined by GDPM, the family may request to transfer to another GDPM community.

XXVIII. Annual and Interim Recertification: Annual Rectification for the GDPM PBV Program participants will be in accordance with the Annual and Interim Recertification requirements set forth in Chapter 15 "*Reexamination, Interims, Annual Inspections, and Rent Adjustment by Owners*" of the GDPM Administrative Plan apply to the GDPM PBV Program with the following exceptions:

- 15-1: Annual Activities – GDPM will not conduct the HQS Inspections
- 15-2: Procedure – reexaminations will not be completed in a group setting
- 15-2: Persons with Disabilities – The housing inspector will not conduct the briefing at the time of the inspection.*
- 15-5: Visitors – the entire section is not applicable.
- 15-6: Section D Other Interim Reporting Issues is not applicable.
- 15-6: Section E – Income Changes resulting from Welfare Program Requirements – GDPM will not reduce the rent if the reduction in assistance is due to a family member's noncompliance with a public assistance agency's requirements.
- 15-10: Annual Inspections – the entire section is not applicable.
- 15-11: Abatement: the entire section is not applicable.
- 15-13: Rent Adjustments by Owner- the entire section is not applicable.

* Persons with Disabilities: If a participant, as a result of a disability, is unable to come to GDPM's central offices, the participant may contact the property manager and request to send the information in the mail and/or have the recertification performed at the participants unit.

XXIX. Tenants in Place at Conversion: A family residing in a public housing unit converted to the PBV Program will retain its initial certification date. For each family in place at conversion, GDPM will submit a form HUD 50058 reflecting the family's admission to the PBV program. The effective date will be the same effective date of the PBV HAP Contract. The form should include the same information previously found on the public housing form 50058, including the next annual reexamination date.

XXX. Resident Grievance Procedure:

- a. Residents residing in GDPM PBV units have the right to request an informal hearing for issues that adversely affect the resident's rights, obligations, welfare, or status including for the following reasons:
 - i. A determination of the family's annual or adjusted income, and the use of the income to compute the assistance payment or amount of rent;
 - ii. A determination of the family unit size under GDPM's payment standards;
 - iii. A determination of the appropriate utility allowance (if any) for the tenant-paid utilities from the GDPM utility allowance schedule;
 - iv. A determination to terminate the assistance for a participant family because of the family's action or inaction;
 - v. A determination to terminate assistance because a participant family has been absent from the assisted unit longer than the maximum allowed period;
 - vi. A dispute with respect to a GDPM action in accordance with the lease agreement.
- b. When a hearing is not required: GDPM will not provide a hearing for any of the following:
 - i. Discretionary administrative determinations by GDPM;
 - ii. General policy issues, lease amendments or class grievances;
 - iii. Establishment of the GDPM utility allowance schedule;
 - iv. A GDPM decision not to approve an extension of the voucher term; and
 - v. A determination that the unit is not in compliance with HQS.
- c. GDPM will provide tenants with notice of their ability to request an informal hearing.
- d. GDPM's grievance procedure set forth in Chapter 23 "*Complaints and Appeals*" of the Administrative Plan governs the hearing process. Additionally, any grievance must be submitted, in writing to the appropriate management office. If, after an informal meeting with management staff, the tenant disagrees with management's resolution, the tenant may file a grievance in accordance with the Grievance Procedure set forth in the house rules.

XXXI. Utility Allowance Schedule: At RAD conversion, the utility allowance currently in place at closing will be provided until the tenant's next recertification date. At that time, GDPM will calculate the utility allowance in accordance with GDPM's HCV Utility Allowance Schedule.

XXXII. Dwelling Unit Standards: The Housing Quality Standards (HQS) set-forth in Chapter 12 of the GDPM Administrative Plan do not apply to GDPM's PBV communities. Instead, an independent third party inspector will conduct HQS inspections in accordance with HUD rules and regulations.

- a. HQS Enforcement:** Neither HUD regulations nor GDPM policy create any right of a family or any party other than HUD or GDPM, to require enforcement of the HQS requirements or to assert any claim against HUD or GDPM for damages, injunction, or other relief for alleged failure to enforce HQS.
- b. Tenant Must Allow Access for HQS Inspections:** A tenant must cooperate with the HQS inspection requirements. Failure to permit accessibility to a unit for a HQS inspection and/or the tenant's fault for any breach of an HQS is a violation of the lease agreement and GDPM policies.
- c. Lead-Based Paint:** The lead based paint requirements for the HCV program do not apply to the PBV Program. Instead, the Lead-based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR part 35, subparts A,B, H, and R, apply to the GDPM PBV Program.

XXXIII. Inspecting Units: All required inspections of GDPM-owned PBV units must be performed by an independent agency. The following standards apply:

- a. Pre-selection Inspection:** In some instances, as determined by GDPM, the proposed PBV site may be inspected prior to being selected as a PBV site. GDPM may perform these inspections.
- b. Pre-HAP Contract Inspections:** Contract units must be inspected and fully meet HQS prior to the execution of the HAP Contract.
- c. Turnover Inspection:** Before providing assistance to a new family in a contract unit, the unit must be inspected. GDPM cannot provide assistance to a unit until the unit fully complies with HQS.
- d. Annual/Biennial Inspection:** At t least once every twenty-four (24) months during the term of the HAP contract, a random sampling of at least 20% of the units within each building must be inspected in order to determine compliance with the HQS standards. Turnover inspections are not counted to meet this inspection requirement. If more than 20% of the inspections fail, 100% of the units must be re-inspected.
- e. Other HQS Related Inspections:** Units may be inspected whenever needed to determine that the contract unit complies with HQS. Further, follow-up inspections may be needed to determine if HQS concerns have been addressed.
- f. Quality Control Inspections:** Supervisory quality control inspections shall be conducted in accordance with 24 CFR 982.405.

- g. **Mixed Finance Properties:** GDPM may rely on an alternative inspection (i.e., an inspection conducted for another housing assistance program such as LIHTC, HOME, etc.) as long as GDPM is able to obtain the results of the inspection and a sampling of units must be inspected at least triennially.
- h. **GDPM initiated quality checks in order to determine lease compliance.** GDPM may perform quality checks of its GDPM owned PBV units. GDPM will provide tenant with notice in accordance with the Lease Agreement/House Rules prior to conducting a quality check.

XXXIV. Payment Standards: The policies set forth in GDPM HCV Administrative Plan Chapter 14 “*Owner Payments and Utility Allowances*” apply to the GDPM PBV Program. However, rent reasonableness will be determined by an independent third party contractor.

XXXV. Subsidy Standard: The policies set forth in Section A of GDPM’s HCV Administrative Plan Chapter 7 “*Subsidy Standard*” apply to GDPM’s non-RAD PBV units. All other provisions set forth in Chapter 7 do not apply to GDPM PBV units.

XXXVI. Calculating Tenant Rent: The policies set forth in GDPM’s HCV Administrative Plan Chapter 8 Income and Subsidy Determinations apply to the GDPM PBV Program with the following exception:

- a. Earned Income Disallowance provisions do not apply.

XXXVII. Tenants in Place at RAD Conversion – Phase-In of TTP Increases (RAD Notice and PBV RAD Guidebook): The following provision applies exclusively to RAD PBV units: For any tenant in place at the time of a RAD conversion whose monthly TTP would increase by more than the greater of 10% or \$25 purely as a result of conversion, the tenant has the option of phasing in the increase over a period of three years.

- a. The example below explains the set-percentage based phase in GDPM will follow. For the purposes of this Section, “standard TTP” refers to the TTP calculated in accordance with Section J above (24 CFR 5.628). The “most recently paid TTP” refers to the TTP recorded on line 9j of the family’s most recent HUD Form 50058. If the family was paying flat rent immediately prior to conversion, GDPM will use the flat rent amount to calculate the phase-in amount for Year 1, below:

- i. **Year 1:** Any recertification (interim or annual) performed prior to the second annual recertification after conversion – 33% of difference between most recently paid TTP or flat rent and the standard TTP
- ii. **Year 2:** Year 2 Annual Recertification (AR) and any Interim Recertification (IR) prior to Year 3 AR – 66% of difference between most recently paid TTP and the standard TTP
- iii. **Year 3:** Year 3 Annual Recertification and all subsequent recertifications – Full standard TTP.

- a. Once the TTP is equal to or less than the previous TTP (or flat rent is in Year 1 of phase-in), the phase-in ends and tenant will pay full TTP from that point forward.

For example, the tenant's previous TTP was \$300 and their new (standard) TTP is reduced because of loss of income, the tenant's rent will no longer be phased-in.

Example of Phase in - Change in Rent:

In public housing, you paid a **flat rent** of \$400 per month. Your income was \$1,500 per month and remained the same after conversion.

Under RAD, you will pay an **income-based rent** of 30% of your income, which calculates to \$450 per month ($\$1,500 \times 30\% = \450).

This is a difference of \$50 per month ($\$450 - \$400 = \50), which is a 12.5% increase.

Phase-in of Rent Increase: The new rent of \$450 per month will be phased-in over 3 years, because your rent increased by more than 10% and you have to pay more than \$25 per month in additional rent as a result of RAD conversion.

XXXVIII. Public Housing Tenants receiving a Disallowance of an Increase in Annual Income (EID) at the time of a RAD Conversion:

- a. Tenants who are employed and are currently receiving the EID exclusion at the time of the RAD conversion will continue to receive the EID exclusion after conversion, in accordance with regulations at 24 CFR 5.617. After conversion, no other tenants will be eligible to receive the EID.
- b. Initial 12-month exclusion: During the 12-month period beginning on the date a qualified family is first experiences the increase in income attributable to employment, GDPM will exclude from annual income any increase in income as a result of that employment.
- c. Second 12-month exclusion and phase in: Upon expiration of the first 12-month period and for the subsequent 12-month period, GDPM will exclude from annual income at least 50% of any increase as a result on the employment.
- d. The disallowance of increased income is limited to a lifetime 24-month period.
- e. Tenants whose EID ceases or expires after conversion shall not be subject to the rent phase-in provision. Instead, the rent will automatically be adjusted to the appropriate rent level based upon tenant income at that time.

XXXIX. Debts Owed to GDPM: The policies set forth in GDPM's HCV Administrative Plan Chapter 24 Owner or Family Debts to GDPM regarding Family debts do not apply to the PBV Program. Instead, GDPM's current Repayment Agreement Policy for Public Housing Residents will apply in full.

XL. PETS: Residents may keep one or more common household pets, such as dogs or cats, within their unit, subject to approval by GDPM and adherence to local animal control laws, including proper vaccination, licensing, and responsible pet care; specific restrictions on pet breed or size may apply depending on the property, and all pets must be registered with the GDPM with a non-refundable pet fee. Further, Residents must adhere to the GDPM Public Housing Pet Policy. Failure to adhere to the GDPM Pet Policy shall be considered a material violation of the lease agreement.

Appendix One
Applicability of GDPM Administrative Plan

Chapter 1 Statement of Policies and Objectives	Entire Chapter Applicable
Chapter 2 About the Authority	Entire Chapter Applicable
Chapter 3 Outreach	Entire Chapter Applicable
Chapter 4 Eligibility and Admissions	Entire Chapter Applicable with the following exception: Section C is not applicable
Chapter 5 Applying for Admission	Entire Chapter Applicable with the following exceptions: 5-1 & 5-6 – online update applications will not be available, 5-7 – GDPM may use any type of permitted third party for criminal background checks 5-7 – online appointment will not be available
Chapter 6 Establishing Preferences and Maintaining the Waiting List	The following Sections of Chapter 6 are applicable: B, D, E, G, H, I, J, and K
Chapter 7 Subsidy Standards	Only Section A is applicable
Chapter 8 Income and Subsidy	Entire Chapter Applicable with the following exclusion: Earned Income Disallowance Provisions do not apply.
Chapter 9 Verification	Entire Chapter Applicable with the following exceptions: 9-2 – copies of documents will be acceptable, 9-5 – remove statement about service charges, 9-12: Verification of Preference Status 9-16: Income from Excluded Sources.
Chapter 10 Voucher Issuance and Briefings	Section B
Chapter 11 RTA and Contract Execution	Not applicable

Chapter 12 HQS	Not Applicable
Chapter 13 Lease Approval, Rent	Not Applicable
Chapter 14 Owner Payments and Utility Allowance	Not Applicable. The payment provisions within the RAD/non-RAD PBV HAP Agreement will apply
Chapter 15 Reexamination, Interims, Annual Inspections, Rent Adjustments by Owner	The chapter is applicable with the following exceptions: 15-1: Annual Activities – GDPM will not conduct the HQS Inspections 15-2: Procedure – reexaminations will not be completed in a group setting 15-2: Persons with Disabilities – The housing inspector will not conduct the briefing at the time of the inspection. 15-5: Visitors – the entire section is not applicable. 15-6: Section D Other Interim Reporting Issues is not applicable. 15-6: Section E – Income Changes resulting from Welfare Program Requirements – GDPM will not reduce the rent if the reduction in assistance is due to a family member’s noncompliance with a public assistance agency’s requirements. 15-10: Annual Inspections – the entire section is not applicable. 15-11: Abatement: the entire section is not applicable. 15-13: Rent Adjustments by Owner- the entire section is not applicable.
Chapter 16 Annual Activities	Not Applicable
Chapter 17 HQS Complaints	Not applicable
Chapter 18 Moves with Continued Assistance	Not applicable

Chapter 19 Contract Terminations	Not applicable
Chapter 20 Denial or Termination of Assistance	The entire chapter is applicable.
Chapter 21 Move-out Inspections	Not applicable
Chapter 22 Owner Claims	Not Applicable
Chapter 23 Complaints and Appeals	Entire Chapter applies. The Grievance Procedure is further defined in the House Rules
Chapter 24 Owner or Family Debts to GDPM	Not applicable. The Public Housing Repayment Agreement Policy is applicable to GDPM PBV communities.
Chapter 26 Transfer Policy	Entire chapter is applicable
Chapter 27 Monitoring Program Compliance	Not applicable
Chapter 28 Moderate Rehabilitation Program	Not applicable
Chapter 29 Single-Room Occupancy	Not Applicable
Chapter 30 Project Based Certificate Program	Not Applicable
Chapter 31 Family Reunification Program	Not applicable unless the unit is a FUP PBV unit
Chapter 32 Family Self-Sufficiency Program	Not Applicable
Chapter 34 Homeownership Assistance Program	Not applicable
Chapter 35 Operating Reserves and Proration of Administrative Fees	Not applicable
Chapter 36 Program Integrity	The entire chapter is applicable

Chapter 37 Confidential and Informational Security	The entire chapter is applicable
Chapter 38 Project –Based Vouchers	The entire chapter is applicable
Chapter 39 Rental Assistance Demonstration AND Project Based Voucher (PBV) Program for GDPM Owned Units	

CHAPTER 40: SPECIAL PROGRAMS (SP)

A. VETERANS AFFAIRS SUPPORTIVE HOUSING-VASH (77 FR § 17086)

Background

VASH combines Housing Choice Voucher rental assistance for homeless veterans with case management and clinical services provided by the Department of Veterans Affairs (VA). The VA makes referrals for VASH applicants in addition to Tenant-Based vouchers, Project-Based vouchers are offered.

1. Criteria for Admission Eligibility/Screening

In accordance with 77 FR §17086, Veterans Administration HUD-VASH case managers will screen all families in accordance with VA screening criteria. By agreeing to administer the HUD- VASH program, GDPM has relinquished its authority to determine the eligibility of families in accordance with regular HCV program rules and GDPM policies. Specifically, under the HUD- VASH program, GDPM does not have the authority to screen any potentially eligible family members or deny assistance for any grounds permitted under 24 CFR §982.552 (broad denial for violations of HCV program requirements) and 24 CFR §982.553 (specific denial for criminals and alcohol abusers), with one exception, GDPM is required to prohibit admission if any member of the household is subject to a lifetime registration requirement under a state sex offender registration program.

2. Admissions

VA HUD-VASH case managers will refer HUD-VASH-eligible families to GDPM for the issuance of vouchers. GDPM must accept referrals from its VA partner. Written documentation of these referrals must be maintained in the tenant file by GDPM.

3. Income Targeting

GDPM may choose to include the admission of extremely low-income HUD-VASH families in its income targeting numbers for the fiscal year in which these families are admitted.

4. Minimum Rent

GDPM may not deny admission to a HUD-VASH family with zero income and must consider hardship circumstances before charging a minimum rent in accordance with 24 CFR §5.630(b).

5. Voucher Portability

HUD-VASH participants are eligible for voucher portability, but must initiate the portability process with their HUD-VASH case manager.

6. Case Management

As a condition of receiving HCV rental assistance, a HUD-VASH-eligible family must receive the case management services from the VA Medical Center (VAMC) or a Community-Based Outpatient Clinic (CBOC). Therefore, a HUD-VASH participant family's HCV assistance must be terminated for failure to participate, without good cause, in case management as verified by the VAMC or CBOC. However, a VAMC or CBOC determination that the participant family no longer requires case management is not grounds for termination of assistance. In such a case, at its option, GDPM may offer the family continued HCV assistance through one of its regular vouchers, to free up the HUD-VASH voucher for another eligible family referred by

the VAMC or CBOC. If GDPM has no voucher to offer, the family will retain its HUD-VASH voucher until such time as GDPM has an available voucher for the family. If the family no longer requires case management, there are no portability restrictions. Normal portability rules apply.

7. Termination of Assistance

HUD has not established any alternative requirements for termination of assistance for HUD- VASH participants. When considering terminating HUD-VASH participants, GDPM will exercise their discretion under 24 CFR §982.552(c)(2) as well as this Administrative Plan and consider all relevant circumstances of the specific case, including granting reasonable accommodations for persons with disabilities in accordance with 24 CFR §8. GDPM will also coordinate with HUD-VASH Case Management to mitigate conditions that may lead to the potential termination, prior to determining whether to terminate assistance. In addition, GDPM can terminate the family's assistance for program violations that occur after the family's admission to the voucher program.

B. MAINSTREAM VOUCHERS (PIH 2020-01)

1. Background

Mainstream Vouchers assist non-elderly persons with disabilities and their families, particularly those transitioning out of institutions or at serious risk of institutionalization, Mainstream Vouchers help further the goals of the Americans with Disabilities Act (ADA). These vouchers are administered using the same rules as other housing choice vouchers. Funding and financial reporting for the Mainstream Voucher Program is separate from the regular tenant-based voucher program.

2. Eligibility

All Mainstream Vouchers will serve households that include a non-elderly person(s) with disabilities, defined as any family that includes a person with disabilities who, is at least 18 years old and not yet 62 years old, at the effective date of the initial Housing Assistance Payment (HAP) Contract.

3. Administration

Mainstream Vouchers are regulated under the same program requirements as the HCV Program. The same regulations at 24 CFR §982 apply to Mainstream Vouchers. Mainstream Voucher applicants will be pulled from GDPM's HCV waitlist.

4. Initial Search Term

Initial search term for a Mainstream Voucher must be at least 120 days. The initial 120-day term also applies when a family chooses to move to a new unit with continued assistance inside or outside the PHA's jurisdiction, in accordance with 24 CFR 982 subpart H. When issuing a Mainstream Voucher, PHAs also must provide a current listing of available accessible units known to the PHA and, if necessary, otherwise assist the family in identifying an accessible unit (24 CFR 8.28(a)(3)).

5. Extension of Term

If a family requires additional time for their unit search, PHAs will provide an extension as part of a reasonable accommodation under Section 504 of the Rehabilitation Act and HUD's Section 504 requirements (24 CFR part 8; See also 24 CFR 982.303(b)(2)). While all Mainstream Voucher applicants include a family member with a disability and are eligible for an extension as part of a reasonable accommodation, the PHA has discretion in the extension policy under (24 CFR 982.303(b)(1)) outside of the context of reasonable accommodations, including the deadline for

requesting an extension and the length of the extension. PHA adopted an extension policy for Mainstream Vouchers that includes the following:

- 1) Each extension must be for a minimum of 90 days,
- 2) The PHA must approve the first extension request, regardless of how the request is made (written or verbal) or when it is made, as long as the request is made on or before the term expiration date and is consistent with applicable requirements
- 3) The PHA must, at least once after voucher issuance, notify the family prior to the initial term expiration to remind them of the term expiration date, the process for requesting an extension, and to inquire if the family is in need of assistance with their housing search.

PHAs may not restrict a first extension approval to certain circumstances or require documentation from applicants. For all extension requests, the written or verbal request is sufficient. This alternative requirement also applies to current Mainstream Voucher participants who choose to move to a new unit with continued assistance inside or outside the PHA's jurisdiction, in accordance with 24 CFR 982 subpart H. In providing notice to families of the expiration date and extension request process, PHAs must ensure effective communication with persons with disabilities, including those with vision, hearing, speech, intellectual or other developmental disabilities, or any other communication-related disabilities.

6. Portability

If a Mainstream Voucher participant ports to another PHA and the receiving PHA chooses to bill the initial PHA, then the voucher will remain a Mainstream Voucher. If the PHA chooses to absorb the voucher, the voucher will be considered a regular voucher, or a Mainstream Voucher if the receiving PHA has a Mainstream Voucher available, and the Mainstream Voucher at the initial PHA will be freed up to lease to another Mainstream-eligible family.

7. Supportive Services

GDPM may establish partnerships for supportive services that can be offered to Mainstream Voucher holders.

C. FAMILY UNIFICATION VOUCHERS (FUP)

1. Background

The Family Unification Program (FUP) is a program under which Housing Choice Vouchers (HCVs) are provided to two different populations:

- A. Families for whom the lack of adequate housing is a primary factor in:
 - i. The imminent placement of the family's child or children in out-of-home care, or
 - ii. The delay in the discharge of the child or children to the family from out-of-home care. There is no time limitation on FUP family vouchers.
- B. For a period not to exceed 36 months, otherwise eligible youths who have attained at least 18 years and not more than 24 years of age, and who have left foster care, or will leave foster care within 90 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act, and is homeless or is at risk of becoming homeless at age 16 or older.

GDPM administers the FUP in partnership with Montgomery County Children's Services (MCCS) who is responsible for referring FUP families and youths to GDPM for determination of eligibility for rental assistance. Once MCCS makes the referral, GDPM determines whether the family or youth meets HCV program eligibility requirements, and conducts all other processes relating to voucher issuance and administration.

In addition to rental assistance, supportive services are provided by MCCS to FUP youths for the entire 18 months in which the youth participates in the program; examples of the skills targeted by these services include money management skills, job preparation, educational counseling, and proper nutrition and meal preparation.

2. Eligibility

To be eligible, applicants must meet specific FUP eligibility requirements, as well as HCV eligibility requirements. MCCS must certify that the family or youth meets specific program requirements. For families, MCCS will certify that this is a family for whom the lack of adequate housing is a primary factor in either the:

- Imminent placement of the family's child or children in out-of-home care, or
- Delay of discharge of a child or children to the family from out-of-home care.

A family meets the definition of "lack of adequate housing" if a family or youth is:

Living in substandard or dilapidated housing

Homeless

In imminent danger of losing their home

Displaced by domestic violence

Living in an overcrowded unit

Living in housing not accessible to the family's disabled child or children, or to the youth due to the nature of the disability.

For youth, MCCA will certify that the youth is at least 18 years old, and not more than 24 years old (has not reached his/her 25th birthday), that he/she left foster care at age 16 or older, or will leave foster care within 90 days, in accordance with a transition plan, and is homeless or at risk of homelessness.

A youth meets the definition of "at risk of homelessness" if the youth:

- Has an annual income below 30 percent of median household income for the area, as determined by HUD;
- Does not have sufficient resources or support networks, e.g., family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in paragraph (1) of the "homeless" definition in this section; and
- Meets one of the following conditions:
 - a. Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;
 - b. Is living in the home of another because of economic hardship;
 - c. Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance;
 - d. Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by Federal, State, or local government programs for low-income individuals;
 - e. Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons, or lives in a larger housing unit in which more than 1.5 persons reside per room, as defined by the U.S. Census Bureau;
 - f. Is exiting a publicly funded institution, or system of care (such as a healthcare facility, a mental health facility, foster care or other youth facility, or correction program or institution); or
 - g. Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness.

A youth may also be "at risk of homelessness" if the youth meets the definition of homeless under a number of other federal programs. For more information, please see 24 CFR §576.2.

3. Administration

Where MCCA will refer applicants, GDPM will determine if the family or the youth meets HCV program requirements, including income eligibility. After HCV eligibility is determined, GDPM may issue a voucher to the FUP applicant. After the family or youth locates a unit that passes HQS Inspection and the HAP contract is executed, FUP clients will follow HCV rules in accordance with 24 CFR §982 administered and enforced by GDPM including Portability rules.

D. NON-ELDERLY DISABLED (NED) VOUCHERS [PIH 2013-19]

1. Background

NED HCVs enable non-elderly disabled families to lease affordable private housing of their choice. NED vouchers also assist persons with disabilities who often face difficulties in locating suitable and accessible housing on the private market.

2. Eligibility

Only income eligible families whose head of household, spouse or co-head is non-elderly (under age 62) and disabled may receive a NED voucher. Families with only a minor child with a disability are not eligible. Applicants will be selected from GDPM's HCV waiting list.

3. Administration

HCV rules and regulations are still applicable to the Administration of NED vouchers. These regulations are found in 24 CFR §982. The only difference with NED vouchers is the population that must be served. NED voucher applicants will be pulled from the HCV waitlist maintained by GDPM. When a NED voucher becomes available, GDPM will take the next available qualifying family off the wait list. GDPM can then issue a NED voucher to the family. NED Vouchers are also eligible and subject to Portability Rules. When NED families exit the program and their NED vouchers turnover, GDPM must reissue those vouchers to other eligible non-elderly disabled families on GDPM's waiting list.

4. "Aging Out" of NED

Existing NED participant families DO NOT "age out" of the NED program as long as the family was eligible on the day it was first assisted under a housing assistance payments (HAP) contract, or the date it was established as a NED family in PIC pursuant to this notice. By "aging out," this notice is referring to cases where the qualifying household member now qualifies as elderly due to the passage of time since the family received the NED voucher.

E. EMERGENCY HOUSING VOUCHERS (EHV)

Anyone who wishes to receive an EHV must complete an application. The application must include a signature certifying the accuracy and completeness of the information provided. If the applicant meets the Continuum of Care (CoC) Coordinated Entry (CE) metrics, the application process will continue. The CoC will document the name of the applicant(s), the date and time of application, income level, need for an accessible unit, contact information, removed/rejected date and time, referral date, and preference type/code.

The CoC (referral organization) will comply and promote equal housing choice vouchers for all prospective residents regardless of race, ethnicity, color, religion, sex, sexual orientation, gender identity, non-binary, disability, familial status, national origin, and/or limited English proficiency. These factors will be assessed in order to eliminate institutional racism, systemic racism, and implicit bias. The purpose is to ensure that eligible families of similar income levels will have a similar range of housing opportunities. The CoC will assess, market, and make special efforts to embed the principles of racial equity in these areas and will seek to attract persons who are least likely to apply.

HUD is committed to working with CoCs, PHAs, and supporting communities advancing their efforts to be more equitable and to close racial disparities. Marketing will also seek to reach potential applicants outside the immediate area if marketing only within the facility or service area would create a disparate impact against certain classes, such as the case of an entire facility or service area that includes no minorities.

In order to be eligible for an EHV, an individual or family must meet one of four eligibility categories:

- Homeless
- At risk of homelessness
- Fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking
- Recently homeless and for whom providing rental assistance will prevent the family's homelessness or having considerable risk of housing instability.

Applicants will be referred from the CoC to GDPM based on selection preference(s) for which they qualify as well as an evaluation process in accordance with the CoCs CE.

Services to be provided to eligible EHV families

GDPM has entered into a Memorandum of Understanding (MOU) and partnership with the local CoC and their Service Providers (SP) in Dayton, Ohio. All EHV's must be referred to GDPM through the CoC/SP's CE system to ensure compliance with HUD guidelines.

1. Partnering service providers will support individuals and families in completing applications and obtaining necessary supporting documentation to support referrals and applications for assistance, while aiding households in addressing barriers.

2. Partnering service providers will support GDPM in ensuring appointment notifications to eligible individuals and families and will assist eligible households in getting to meetings with GDPM.
3. GDPM will establish windows of time for EHV applicants to complete intake interviews for EHV.
4. Partnering service providers will provide housing search assistance for eligible individuals and families.
5. Partnering service providers will provide counseling on compliance with rental lease requirements.
6. Partnering service providers will assess individuals and families who may require referrals for assistance on security deposits, utility hook-up fees, and utility deposits.
7. Partnering service providers will assess and refer individuals and families to benefits and supportive services, where applicable.

When providing HCV assistance, a separate lease and HAP contract is executed for each assisted family, and the standard form of the HAP contract is used.

Portability

There is no prohibition on portability for non-resident(s) in the PHAs jurisdiction. GDPM will not limit the right to portability at any time.

Payment Standard, Utility Allowance, and HAP Calculation

GDPM will follow HUD-approved payment standards each year. The utility allowances remain the same for GDPM's Vouchers and follow HUD guidelines. The HAP for an assisted occupant with an EHV will be the HUD-standard calculation of 30% of the Adjusted Monthly Income of the family and follow HUD guidelines. There is no minimum rent for EHV's.

EHV Denial of Assistance and Additional EHV Waivers

The HCV Program regulations at §982.552 and §982.553 cover the grounds under which a PHA may deny an applicant admission to the program and in certain cases is required to do so.

Waiver - Screening: GDPM has chosen the minimum standards in this regard and these grounds include the following:

1. GDPM will apply the standards established under §982.553(a)(1)(ii)(C) that prohibit admission 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 to EHV applicants.
2. GDPM will apply the standards established under §982.553(a)(2)(i) that 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 to EHV applicants.