Housing Choice Voucher Administrative Plan

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Housing Authority of San Angelo

<u>Updated: August 2024</u>

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Housing Authority of San Angelo

SECTION I: INTRODUCTION

This Administrative Plan has been prepared by the Housing Authority of San Angelo (HASA) in accordance with the requirements of **24 CFR 982.54**.

A. Objectives

The overall plan for the Housing Choice Voucher (HCV) Program (formerly known as Section 8) is designed to achieve four major objectives:

1. To provide improved living conditions for low-income families while maintaining their rent payments at an affordable level.
2. To promote freedom of housing choice and spatial de-concentration of low income and minority families.
3. To provide decent, safe, and sanitary housing for eligible participants.
4. To provide an incentive to private property Owners/Property Managers to rent to low-income families by offering timely assistance payments and counseling to tenants regarding obligations under their lease.

B. Purpose

The purpose of the Administrative Plan is to establish policies and procedures for administration of the HCV Program in accordance with Title 24 of the Code of Federal Regulations (CFR), which govern the U.S. Department of Housing and Urban Development (HUD) programs. The CFRs specific to the HCV Program are listed below.

24 CFR 5	General HUD Program Requirements
24 CFR 882	HCV Moderate Rehabilitation Programs
24 CFR 982	HCV Tenant-Based Assistance: HCV Program
24 CFR 984	HCV and Public Housing Family Self-Sufficiency Program
24 CFR 985	Section 8 Management Assessment Program (SEMAP)

The Plan also covers matters in which the HASA has discretion to establish local policies, which are not covered under Federal regulations.

C. Scope

The Plan covers both admission and continued participation in this program. The plan is presented in the sequence in which events usually occur in the HCV Program process. It is intended only to establish local policies for administration of the program, and should not be considered an exhaustive detail of the procedures by which these policies are implemented. By the adoption of this Plan, the Board of Commissioners authorizes the Executive Director to make HUD-authorized charges against the administrative fee reserve. **(24 CFR 982.155)** The HASA shall develop, and revise when necessary, operating procedures, systems, forms, and methods designed to ensure that the policies set forth in this Plan are administered correctly, fairly, and uniformly by all program staff.

D. Amendments

The HASA is responsible for complying with all subsequent changes in HUD regulations pertaining to this program. If such changes conflict with this Plan, HUD regulations will have precedence. The HASA Board of Commissioners will approve all updates and changes to the Plan and send a copy to HUD.

SECTION II: FAIR HOUSING AND EQUAL OPPORTUNITY

A. Nondiscrimination and Affirmatively Furthering Fair Housing

The HASA affirmatively furthers fair housing by complying fully with all Federal, State, and local nondiscrimination laws, by administering programs in accordance with the rules and regulations governing Fair Housing and Equal Opportunity in housing, and marketing the program to members of protected classes who are "least likely to apply".

The HASA shall not discriminate against any applicant, participant, or Owner/Property Manager because of race, color, national or ethnic origin or ancestry, religion, sex, age, disability, source of income, marital status, or presence of children in the household (protected classes), sexual preference or gender identity; nor will any criteria be applied or information be considered pertaining to attributes or behavior that may be imputed by some to be a particular group or category. The HASA shall not deny any family the opportunity to apply for housing (when the waiting list is open) or deny any eligible applicant the opportunity to lease a housing unit that meets family needs and program requirements.

B. Applicable Federal Laws and Regulations

Federal laws require the HASA to treat all applicants and participants equally, providing the same quality of service, regardless of family characteristics and background. Applicable Federal laws and regulations include:

1. Title VI of the Civil Rights Act of 1964 (24 CFR § 1 and 100)
2. Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988) (24 CFR §100)
3. Executive Order 11063
4. Section 504 of the Rehabilitation Act of 1973 (24 CFR §8)
5. The Age Discrimination Act of 1975 (24 CFR § 146)
6. Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise section 504 and the Fair Housing Amendments govern)
7. Violence Against Women Act of 2005 and 2013 Reauthorization (VAWA)
8. Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity Final Rule, published in the Federal Register, February 3, 2012.
9. Plain Writing Act of 2010

   When more than one civil rights law applies to a situation, the laws will be read and applied together. The HASA will honor and comply with any applicable State laws or local ordinances and any legislation protecting individual rights of tenants, applicants, or staff that may subsequently be enacted.

C. Equitable Treatment

The HASA will not use membership in any protected class to:

1. Deny any family the opportunity to apply for housing or deny any qualified applicant the opportunity to participate in the HCV program.
2. Provide housing that is different from that provided to others, except when needed to provide a person with disabilities special services to achieve equal access to programs.
3. Subject anyone to segregation or disparate treatment.
4. Restrict anyone's access to any benefit enjoyed by others in connection with the HCV Program.
5. Treat a person differently when determining eligibility or other requirements for admission.

6. Steer an applicant or participant toward or away from a particular area based on any of these factors.
7. Deny anyone access to the same level of services.
8. Deny anyone the opportunity to participate in planning or an advisory group that is an integral part of the Housing Program.
9. Discriminate in the provision of residential real estate transactions.
10. Discriminate against someone because they are related to or associated with a member of a protected class.
11. Publish, or cause to be published, an advertisement or notice indicating the availability of housing that prefers or excludes persons who are members of a protected class.

D. Providing Information to Families and Owners/Property Managers

1. The HASA will ensure that families and Owners/Property Managers are fully aware of all applicable civil rights laws. As part of the briefing process, the HASA will provide information to applicant families about civil rights requirements and the opportunity to rent in a broad range of neighborhoods. **(24 CFR 982.301)**
2. The Housing Assistance Payment (HAP) Contract informs Owners/Property Managers of the requirement not to discriminate against any person because of race, color, religion, sex, national origin, age, familial status, disability, or actual or perceived sexual orientation or gender identity in connection with the contract.

E. Discrimination Complaints

1. If an applicant or participant believes that any family member has been discriminated against by the HASA or an Owner/Property Manager, the family should advise the HASA.
2. HUD requires the HASA to make every reasonable attempt to determine whether the applicant's or participant's assertions have merit and take any warranted corrective action.
3. In addition, the HASA will provide information to applicants and participants regarding housing discrimination complaints in the family briefing session and program packets.
4. All applicable Fair Housing Information and Discrimination Complaint Forms will be made available to applicants and participants, including form HUD-903.1.

F. Reasonable Accommodations for Persons with Disabilities

1. The HASA, as a public agency that provides low rent housing to eligible families, has a legal obligation to provide "reasonable accommodations" to applicants and participants if they or any family members have a disability. **(24 CFR 8.4)**
2. An applicant or participant with a disability may request information or an accommodation by contacting the HASA.
3. A reasonable accommodation is a modification or change the HASA can make to its offices, methods, or procedures to assist an eligible applicant or participant with a disability to take full advantage of and use the HASA's programs, including those that are operated by other agencies in HASA-owned public space. **(24 CFR 8.20)**
4. An accommodation is not reasonable if it: **[24 CFR 8.21(b) and 24 CFR 8.24(a)(2)]**
    a. Causes an undue financial and administrative burden; or
    b. Represents a fundamental alteration in the nature of the HASA's program.
5. Subject to the undue burdens and fundamental alterations tests, the HASA will correct physical barriers in its offices or procedural barriers to equal housing opportunity for all.

6. To permit people with disabilities to take full advantage of the HASA's housing program and non-housing programs, in accordance with Section 504 and the Fair Housing Amendments Act of 1988, the HASA shall comply with all requirements and prohibitions in applicable law.

7. Facilities and programs used by applicants and participants shall be accessible to persons in wheelchairs, persons with sensory impairments, and other persons with disabilities. Administrative offices, meeting and hearing rooms, etc., will be usable by participants with a full range of disabilities. **(24 CFR 8.21)**

8. Documents and procedures used by applicants and participants will be accessible for those with vision, hearing, or other sensory impairments. In addition, all documents will be written simply and clearly to enable applicants with learning or cognitive disabilities to understand as much as possible. **(24 CFR 8.6)**

9. Examples of reasonable accommodations include, but are not limited to: **(24 CFR 8.4)**

    a. Making alterations to a HASA office or administrative facility to make it wheelchair accessible.

    b. Permitting applications and reexaminations to be completed by mail, if all other avenues are ruled out.

    c. Conducting home visits instead of requiring applicants and participants to come to HASA offices.

    d. Using higher payment standards (either within the acceptable range of up to 110% of the current payment standard, or with HUD approval, a payment standard above 110% of the current payment standard) if the HASA determines this is necessary to enable a person with disabilities to obtain a suitable housing unit.

    e. Providing time extensions to locate a unit, when needed, because of lack of accessible units or special challenges of the family in seeking a unit.

    f. Permitting an authorized designee or advocate to participate in the application or certification process and any other meetings with HASA staff.

    g. Displaying posters and other housing information in locations throughout the HASA's office in such a manner as to be easily readable from a wheelchair.

    h. Permitting a participant to move from a unit that cannot be made accessible to another unit that is or can be made accessible, even when most moves are not permitted.

    i. Widening the door of a HASA-owned community room or public restroom to make it wheelchair accessible.

    j. Intervening with an Owner/Property Manager so that he/she will permit a participant with a disability to make unit modifications as permitted by the Fair Housing Act.

    k. Making sure that HASA processes are understandable to applicants and participants with sensory or cognitive impairments, including but not limited to: **(24 CFR 8.6)**

        i. Making large type documents, Braille documents, cassettes or a reader available to an applicant or participant with vision impairment during interviews or meetings with HASA staff.

        ii. Making a sign language interpreter available to an applicant with a hearing impairment during interviews or meetings with HASA staff.

        iii. Permitting an applicant or participant to be accompanied or represented by a family member, friend, or advocate at all meetings and interviews with HASA staff, if the individual desires such representation.

        iv. Permitting an outside agency or individual to assist an applicant with a disability to meet the HASA's applicant screening criteria.

10. An applicant family that has a member with a disability must still be able to meet essential obligations of tenancy. They must be able: **(24 CFR 8.3)**

a. To pay rent and other charges (e.g., utility bills), as required by the lease, in a timely manner.

b. To care for and avoid damaging the apartment and common areas.

c. To use facilities and equipment in a reasonable way.

d. To not create health or safety hazards and to report maintenance needs.

e. To not interfere with the rights and peaceful enjoyment of others, and to avoid damaging the property of others.

f. To not engage in prohibited criminal activity, including drug-related criminal activity, that threatens the health, safety, or right to peaceful enjoyment of the premises by other participants or staff, and

g. To comply with necessary and reasonable rules and program requirements of HUD and the HASA.

There is no requirement that they be able to do these things without assistance.

11. If an applicant or participant family member needs assistance with one of the essential obligations of tenancy, the HASA will, as a reasonable accommodation, make a referral to an individual or agency that can provide such assistance. **(24 CFR 8.20)**

12. If an applicant or participant receives a referral to an agency or individual who can assist the applicant or participant with complying with the essential obligations of tenancy, the applicant or participant is not obligated to accept the service. However, if refusing the service results in a lease violation, the Owner/Property Manager may terminate the lease and the HASA may terminate assistance. **(24 CFR 8.2)**

13. An applicant or participant family that includes a member with a disability may request a reasonable accommodation at any time. **(24 CFR 8.20)**

14. The HASA may approve a payment standard of up to 120% of the HUD-published Fair Market Rent (FMR) without HUD's approval if the payment standard is required as a reasonable accommodation for a family that includes a person with a disability.

15. If an applicant or participant would prefer not to discuss the situation with the HASA, that is their right.

G. Denial or Termination of Assistance

The HASA's decision to deny or terminate the assistance of a family that includes a person with disabilities is subject to consideration of reasonable accommodation. **[24 CFR 982.552(c)(2)(iv)]**

1. When applicants with disabilities are denied assistance, the notice of denial must inform them of their right to request a reasonable accommodation that would mitigate the decision to deny assistance. The notice of denial must also inform them of their right to request an informal review, information regarding that process, and their right to request a reasonable accommodation to participate in the informal review process. The process for requesting an informal review is outlined in this document.

2. When a participant family's assistance is terminated, the notice of termination must inform them of their right to request a reasonable accommodation that would mitigate the decision to terminate assistance. The notice of termination must also inform them of the HASA's informal hearing process, their right to request a hearing, and their right to request a reasonable accommodation to participate in the informal hearing process.

3. When reviewing reasonable accommodation requests, the HASA must consider whether any verifiable mitigating circumstances explain the problem that led to the HASA's decision to deny or terminate assistance. If a reasonable accommodation will overcome the problem, the HASA must make the accommodation.

H. Providing Information in Languages other than English for persons with Limited English Proficiency.

1. For persons with Limited English Proficiency (LEP), language can be a barrier to accessing important benefits or services, understanding and exercising important rights, complying with applicable responsibilities, or understanding other information provided by the HCV program.
2. In certain circumstances, failure to ensure that LEP persons can effectively participate in or benefit from federally-assisted programs and activities may violate the prohibition against discrimination on the basis of national origin under Title VI.
3. The HASA will take affirmative steps to communicate with people who need services or information in a language other than English. These persons will be referred to as persons with LEP.
4. All forms, written materials, and recorded voice mail messages used to communicate with prospective applicants, and participants shall be available in any language spoken by five percent of the eligible population of the community. This includes documents related to intake, marketing, outreach, certification, reexamination and inspections.
5. Applicants and participants with low English comprehension may furnish an interpreter to assist in communication with the HASA. When an applicant or participant needs interpretation services and a staff member of the HASA speaks the language needed, the staff member will provide translation services.
6. In a courtroom, a hearing, or situations in which health, safety, or access to important benefits and services are at stake, the HASA will generally offer, or ensure that the family is offered through other sources, competent services free of charge to the LEP person.
7. The HASA will provide written translations of other vital documents for each eligible LEP language group that constitutes five percent of the population of persons eligible to be served. Translation of other documents, if needed, can be provided orally.

SECTION III: PRIVACY RIGHTS OF FAMILIES

Applicants will be required to sign form HUD-9886, which includes the Federal Privacy Act Notice. All adult members of applicant and participant families are required to sign the Federal Privacy Act Statement, HUD form 9886, at admission and each annual re-examination thereafter. Further, as children in the family turn 18 or adults are added to the family with the owner's and PHA's permission, they must sign the HUD form 9886. In accordance with HOTMA provisions to be effective 1/1/2025, the HUD form 9886A will only be required to be signed at admission, as children in the family turn 18 or adults are added to the family within regulatory requirements.

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

A. Release of Information Policy

1. Release pertinent client information only in accordance with the signed "blanket" release.
2. Release information on amounts owed to the HASA by the applicant/participant for prior overpayment of assistance.
3. Furnish prospective owners/property managers with:
    a. The family's current address (as shown in the HASA records)
    b. The name and address (if known to the HASA) of the Owner/Property Manager at the family's current and prior address.
    c. Information in the HASA's possession regarding tenancy history of family members.

d. Information in the HASA's possession regarding drug-trafficking by family members.

SECTION IV: PAYMENT STANDARDS/RENTS/HOUSING ASSISTANCE PAYMENTS

A. Payment Standards

1. A payment standard is used to calculate the monthly HAP for a family. The payment standard is the maximum monthly subsidy payment.
2. Generally, the HASA will set the HCV payment standards between 100% and 110% of the FMR. Within those limits, the HASA may set higher or lower payment standards for certain areas within the jurisdiction, as appropriate. The payment standards will be based on information collected by the HASA regarding rents in each area and the rent burdens incurred by program participants.
3. The HASA reserves the right to establish an exception payment standard on its own or to request HUD for an exception standard if the HAP utilization percentage falls underneath 98%.
    a. If the dwelling unit is located in an exception area, the HASA must use the appropriate payment standard amount established by the HASA for the exception area in accordance with **24 CFR 982.503.**
4. The HASA may approve a payment standard of up to 120% of FMR without HUD's approval if the payment standard is required as a reasonable accommodation for a family that includes a person with a disability.
5. Payment standards for the HASA's HCV Program shall be determined annually following the HUD publication of the final FMRs and shall be made effective by January 1 of the following year.
6. The HASA shall determine the payment standard with the following criteria and/or objectives:
    a. The HASA shall consider the amount received from HUD in its Annual Contributions Contract (ACC).
    b. The HASA shall avoid concentration of HCV families in high poverty areas.
    c. The HASA shall seek to provide housing opportunities in all areas of its jurisdiction with particular emphasis on non-poverty areas.
    d. The HASA shall ensure that the majority of families are not paying more than 40% of their income for their housing cost.
7. Family Subsidy Standard at Admission
    a. The HASA shall exercise prudence in the determination and administration of housing subsidy standards. The maximum subsidy standard for an eligible family is determined based upon the members included on the Certification Form. All adult members must appear in person with photo identification.
    b. Adults who are not identified at the time of completion of the Certification Form will not be added as a member of the assisted household unless:
        i. They are the legal spouse of the family head of household (HOH), as verified by an executed marriage license.
        ii. They are identified as an additional person who will be held responsible and accountable for the family and will be listed as the Co-head of household.
        iii. Adding an additional adult (not coded as a spouse or co-head) does not increase the subsidy standard and the adult has income (other than outside contributions).
    c. Children who are not identified at the time of completion of the Certification Form will not be added as a member of the assisted household unless:
        i. They were born into the household, as verified by a certified birth certificate.

ii. They were adopted into the household, as verified by a legal adoption decree.

iii. They were placed by Child Protective Services (CPS), as verified by CPS placement documents.

iv. They were court-awarded to an adult already living in the household, as verified by the legal order.

v. They were placed by a parent or legal guardian, as verified by a notarized written statement from a birth parent listed on the certified birth certificate or a legal guardian with proof of legal guardianship of the child at the time of placement into the assisted household.

d. All individuals added to the household are subject to HUD's eligibility and the HASA's suitability standards.

e. The decision about whether or not to permit the addition of a Live-in Aide (LIA) to a voucher household shall be based upon verification that:

i. The person to be assisted by the LIA qualifies as an individual with a disability as defined in 24 CFR 8.3; and

ii. A qualified medical practitioner verifies that the LIA is needed due to the disability, provides a list of the specific services the person with a disability requires, and provides a list of the skills the proposed LIA must have in order to perform the services.

iii. The individual proposed as the LIA possesses the skills necessary to provide the required services for the person with a disability.

f. The family and LIA will be required to submit a certification that the LIA is (1) not obligated for the support of the person(s) needing the care, and (2) would not be living in the unit except to provide the necessary supportive services.

g. Although current family members may be qualified to perform the services needed by the individual with disabilities, a LIA is considered a household member, but not a family member. Their income is not counted for eligibility or rent purposes, and the LIA cannot assume the voucher as a "remaining member of a tenant family".

8. Family Subsidy Standard During Participation

a. The HASA will permit the addition of minors to the household under the same circumstances and with the same verifications as required at admission and listed in 6c above. Such additions to the family must be reported within 10 days of occurrence.

b. The HASA will not permit the addition of other adults to the family unless the adult has income other than outside contributions, AND such addition will not increase the unit size for which the family qualifies.

c. The HASA shall review the composition of the household at each annual recertification. If the addition of a family member results in overcrowding (more than two persons per living/sleeping room), the HASA will notify the HOH of the need to move and will issue the family a transfer voucher at the termination of the family's current lease.

d. The standards applicable to adding a LIA to the household (who is, by definition, a household member, but not a family member) during the family's participation are the same as those listed under "Family Subsidy Standard at Admission."

9. Payment Standard for the Family

a. The payment standard for the family is the lower of:

i. The payment standard amount for the family size; or

ii. The payment standard amount for the size of the dwelling unit leased by the family.

~~b. If the dwelling unit is located in an exception area, the HASA must use the appropriate payment standard amount established by the HASA for the exception area in accordance with **24 CFR 982.503.**~~

c. During the first 12 months of the HAP contract term, the payment standard for a family is the higher of:

   i. The initial payment standard (at the beginning of the HAP contract term), as determined in accordance with 8a and 8b of this section, minus any amount by which the initial rent to Owner/Property Manager exceeds the current rent to Owner/Property Manager; or

   ii. The payment standard, as determined in accordance with 8a and 8b of this section, at the most recent regular reexamination of family income and composition effective after the beginning of the HAP contract term.

d. After the first 12 months of the HAP contract term, the payment standard for a family is the payment standard as determined in accordance with 8a and 8b of this section, at the effective date of the most recent regular reexamination of family income and composition after the beginning of the HAP contract term.

e. At the next regular reexamination, following a change in family size or composition that causes a change in family unit size during the HAP contract term, and for any examination thereafter during the term:

   i. Paragraph 8(c)(i) of this section does not apply; and

   ii. The new family unit size must be used to determine the payment standard.

10. Decreases in payment standards in accordance with HOTMA Final Rule, and to be effective 9/4/2024:

   a. The HASA must provide the family with at least 12 months written notice of any reduction in the payment standard amount that will affect the family if the family remains in place. This notice will include:

      i. The new payment standard amount,

      ii. Explanation that the family's new payment standard amount will be the greater of the amount listed in the written notice or the new amount (if any) on the HASA's payment standard schedule at the end of the 12-month period, and

      iii. Clarify where the family will find the HASA's payment standard schedule.

   b. The HASA will not reduce the payment standard amount used to calculate the subsidy for a family during the first year in the unit under the HAP Contract.

   c. If the HASA chooses to reduce the payment standard used to calculate family subsidy, then the initial reduction to the family's payment standard amount may not be applied any earlier than two years following the effective date of the decrease in the payment standard, and then only if the family received the notice cited above in subpart a.

11. Increases in payment standards in accordance with HOTMA Final Rule, and to be effective 9/4/2024:

   a. If the payment standard increases during the HAP contract term, the HASA must use the increased amount to calculate the monthly HAP for the family beginning no later than the earliest of:

      i. The effective date of an increase in the gross rent that would result in an increase in the family share;

      ii. The family's first regular or interim reexamination; or

      iii. One year following the effective date of the increase in the payment standard amount.

B. Total Tenant Payment

1. A family renting a unit at or below the payment standard pays the highest of 30% of the monthly adjusted income, 10% of the monthly gross income, or the established minimum rent.

2. A family renting a unit above the payment standard pays the highest of 30% of the monthly adjusted income, 10% of the monthly gross income, or the established minimum rent, plus any portion of the contract rent amount above the payment standard.

3. The initial rent for any unit leased under the HCV Program must not require that a family pay more than 40% of adjusted income for rent. This maximum initial rent burden (MIRB) is applicable each time a participant moves to a new unit. The rent can exceed the MIRB if the family renews a lease for the same unit.

C. Minimum Rent and Hardships (24 CFR 5.630)

1. The HASA establishes a minimum rent of $50.00. See section for Minimum Rent description and hardship exemption requests under Section XVII(E)(2) of this policy.

D. Housing Assistance Payment

The HASA shall pay a monthly HAP to the Owner/Property Manager on behalf of the family that is equal to the lower of:

1. The payment standard for the family minus the total tenant payment; or

2. The gross rent minus the total tenant payment.

E. Rent Adjustments

1. Annual adjustment of rent to Owner/Property Manager.

    a. At each annual anniversary date of the HAP contract, the HASA will adjust the rent at the request of the Owner/Property Manager in accordance with this section.

    b. The adjusted rent to Owner/Property Manager equals the lesser of:

        i. The pre-adjustment rent to Owner/Property Manager multiplied by the applicable HCV annual adjustment factor, published by HUD in the Federal Register, that is in effect 60 days before the HAP contract anniversary, or

        ii. The reasonable rent (as most recently determined or re-determined by the HASA in accordance with 24 CFR 982.507), or

        iii. The amount requested by the Owner/Property Manager.

    c. In making the annual adjustment, the pre-adjustment rent to Owner/Property Manager does not include any previously approved special adjustments.

    d. The rent to Owner/Property Manager may be adjusted up or down in accordance with this section.

    e. The rent to Owner/Property Manager for a unit will not be increased at the annual anniversary date unless:

        i. The Owner/Property Manager requests the adjustment by giving notice to the HASA; and

        ii. During the year before the annual anniversary date, the Owner/Property Manager has complied with all requirements of the HAP contract, including compliance with the Housing Quality Standards (HQS) prior to 10/01/~~2024~~ 2025; and compliance with the National Standards for the Physical Inspection of Real Estate (NSPIRE).

f. Rent increase requests must be submitted at least 60-days prior to the effective date of the increase. The rent to Owner/Property Manager will only be increased on the latter of:

   i. the 1st day of the first month commencing on or after the contract anniversary date; or

   ii. the 1st day of the first month following at least 60 days after the HASA receives the Owner/Property Manager's request.

2. To receive an increase resulting from the annual adjustment for an annual anniversary date, the Owner/Property Manager must request the increase at least 60 days before the next annual anniversary date.

3. In order for the tenant to remain on the HCV program in the same unit, the new rent must meet rent reasonableness.

   a. The HASA will not approve more than a $200 increase on a unit's rent in most cases. If a request exceeds this cap, the HASA HQS/NSPIRE Inspector and HCV Manager will determine if the market demands it or attempt to negotiate with the landlord.

   b. In all cases, if the unit does not meet rent reasonableness, the HASA will attempt to negotiate the rent with the Owner/Property Manager to an acceptable amount. If the HASA is not successful and the Owner/Property Manager proceeds with the rent increase, the tenant will be issued a transfer voucher to move to a program acceptable unit.

4. Special Adjustments

   a. At HUD's sole discretion, HUD may approve a special adjustment of the rent to Owner/Property Manager to reflect increases in the actual and necessary costs of owning and maintaining the unit because of substantial and general increases in:

      i. Real property taxes,

      ii. Special Governmental assessments,

      iii. Utility rates, or

      iv. Costs of utilities not covered by regulated rates.

   b. The HASA may make a special adjustment of the rent to Owner/Property Manager only if the adjustment has been approved by HUD. The Owner/Property Manager does not have any right to receive a special adjustment.

   c. The adjusted rent may not exceed the reasonable rent. The Owner/Property Manager may not receive a special adjustment if the adjusted rent would exceed the reasonable rent.

   d. The HASA may withdraw or limit the term of any special adjustment.

   e. If a special adjustment is approved to cover temporary or one-time costs, the special adjustment is only a temporary or one-time increase of the rent to Owner/Property Manager.

F. Rent Reasonableness

1. The HASA will not approve, for inclusion in the HCV Program, unit rents which exceed the rents for comparable unassisted units in the market area (rent reasonableness).

2. The HASA will conduct an annual survey of private market rents in its jurisdiction to be used in its determination of rent reasonableness.

   a. The survey will include typical contract and gross rents (contract rents plus the HASA's allowance for tenant-paid utilities, if any) for a representative sample of units of each housing type and size in each of the areas within its jurisdiction that constitutes a distinct market area.

b. In establishing the reasonable rent for a unit proposed for inclusion in the program, the HASA will also consider the quality and age of the unit to be leased, and the amenities, housing services, and maintenance provided by the Owner/Property Manager.

c. The process used to determine rent reasonableness will be documented in each tenant file.

SECTION V: UTILITY ALLOWANCES

A. Developing the Utility Allowance Schedule

1. The HASA will maintain a Utility Allowance (UA) schedule for all tenant-paid utilities (except cable/satellite, telephone, internet, etc.), for cost of tenant-supplied refrigerators and ranges, and for other tenant-paid housing services [e.g., trash collection (waste and refuse disposal)].

2. The UA schedule will 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.

3. In developing the schedule, the HASA will use normal patterns of consumption for the community, as a whole, and current utility rates.

    a. The UA for an individual family will include the utilities and services that are necessary in the locality to provide housing that complies with the HQS/NSPIRE. However, the HASA may not provide any allowance for nonessential utility costs, such as costs of cable/satellite television or internet.

    b. The HASA must classify utilities and other housing services according to the following general categories:

        i. space heating

        ii. air conditioning

        iii. cooking

        iv. water heating

        v. water

        vi. sewer

        vii. trash (disposal of waste and refuse)

        viii. other electric

        ix. refrigerator (cost of tenant-supplied refrigerator)

        x. range (cost of tenant-supplied range)

        xi. other specified housing services

    c. The HASA will provide a UA for tenant paid air conditioning costs if the majority of housing units in the market provide centrally air-conditioned units or there is appropriate wiring for tenant installed air conditioners.

    d. The cost of each utility and housing service category will be stated separately. For each category, the UA schedule will take into consideration unit size (by number of bedrooms), and unit types (e.g., apartment, row house, town house, single family detached, and manufactured housing) that are typical in the community.

4. Upon request from a family that includes a person with disabilities, the HASA will approve a UA which is higher than the applicable amount on the UA schedule, if a higher UA is needed as a reasonable accommodation in accordance with 24 CFR 8 to make the program accessible to and usable by the family member with a disability.
5. The HASA will give HUD a copy of the UA schedule. At HUD's request, the HASA will provide any information or procedures used in preparation of the schedule.

B. Revisions of Utility Allowance Schedule

1. The HASA will review its schedule of UAs each year, and will revise its allowance for a utility category if there has been a change of 10% or more in the utility rate since the last time the UA schedule was revised.
2. The HASA will maintain information supporting its annual review of UAs and any revisions made in its UA schedule.
3. At HUD's direction, the HASA will revise the UA schedule to correct any errors or to update the schedule.

C. Use of Utility Allowance schedule.

1. The HASA will use the appropriate UA for the lessor of the size of the dwelling unit actually leased by the family or the family unit size as determined under the HASA subsidy standards.
2. In cases where the unit size leased exceeds the family unit size (determined by the HASA subsidy standards), as a result of a reasonable accommodation, the HASA must use the appropriate UA for the size of the dwelling unit actually leased by the family.
3. At reexamination, the HASA will use the HASA's current UA schedule.

SECTION VI: HOUSING QUALITY STANDARDS

The HASA will use the acceptability criteria in **24 CFR 982.401.**

SECTION VII: OUTREACH PROCEDURES

A. Family Outreach

The HASA publicizes and disseminates information, as needed, concerning the availability and nature of housing assistance for low-income families. Upon execution of an Annual Contributions Contract (ACC) for additional units, the HASA will notify the public through publication in a newspaper of general circulation, minority media, and other suitable means, the availability and nature of housing assistance for low-income families, unless the acceptance of applications has been suspended according to HUD regulations or the waiting list is large enough to use all additional units.

The notice must advise families that applications will be taken at the designated office and briefly describe the HCV Program.

To reach persons who are unable to be reached through a newspaper, the HASA will distribute fact sheets to the broadcasting media. Personal contacts with the news media and community service personnel, as well as, public service announcements, will be made.

B. Owner/Property Manager Outreach

The HASA issues public invitations to Owners/Property Managers, as needed, to make dwelling units available for leasing by eligible families. On a continuing basis, the HASA will welcome the participation of Owners/Property Managers of decent, safe, and sanitary housing units.

1. The HASA housing staff continues to make personal contact in the form of formal or informal discussions or meetings with private property owners, property managers, and real estate agencies whose rents are possibly within reach of the FMR and payment standards, including exception payment standards. Program requirements are explained and printed material is offered to acquaint the Owner/Property Manager with the opportunities available under the program.
2. The HASA will make a specific effort to contact property owners and managers who have rental units located outside areas of low income or minority concentration, and encourage them to attend an information meeting regarding the benefits of placing their properties on the HCV Program.
3. The HASA maintains a list of interested Owners/Property Managers and their property available for the HCV Program, and updates this list monthly. As inquiries from prospective new Owners/Property Managers are received, program staff records the necessary information on units and makes it available to prospective participants.
4. As an effort to expand housing choice, the HASA may offer to conduct HQS/NSPIRE inspections on potential new rental units to the program without a request for tenancy approval submitted.

C. Owner/Property Manager Screening

1. Each Owner/Property Manager must provide the following documents in order to receive HAP for a specific property:
    a. Proof of ownership of the property (Warranty Deed)
    b. Copy of the management agreement for property management companies.
    c. Current government issued photo ID.
    d. Social Security card
    e. Tax identification letter
    f. IRS W-9 Form with original signature
    g. Direct Deposit Agreement
2. Each Owner/Property Manager will be subject to denial for the following reasons:
    a. Owes the HASA for HAP from a previous HAP Contract.
    b. Has been previously banned as a HASA Owner/Property Manager
3. The HASA does not screen HCV Owners/Property Managers for criminal history and accepts no responsibility for criminal behavior on the part of the HCV Owners/Property Managers. However, if it is discovered that the Owner/Property Manager has any of the following, the HASA will promptly notify the assisted family of the information discovered and/or the Owner's/Property Manager's status, and will provide the family with the options available to them:
    a. Lifetime registration requirement as a sex offender
    b. Adjudicated criminal case within the last three years for violent, drug, or sexual criminal offenses.

SECTION VIII: APPLICATIONS AND WAITING LIST MANAGEMENT

A. Accepting Applications

1. Online applications will be accepted at any time via our website, www.sanangelopha.com. Applicants who do not have internet access or who are unable to read or write may call the HASA office for assistance. As completed applications are returned, they will be placed on the waiting list according to the date/time they were received.
2. Applicants must complete and submit their online application before they can be placed on a waiting list.
3. Applicants will be contacted for an eligibility interview, also known as a preliminary briefing, according to the date and time the application was received by the HASA. The only exception to this will be to contact more extremely low-income applicants to comply with Federal regulations, which state that 75% or more of new admissions during the HASA's fiscal year will have incomes below 30% of the area median (extremely low-income limit).

B. Establishing the Waiting List

1. All persons are encouraged to apply online at any time. Applications are posted to the waiting list in the order they were received according to date and time.
2. Sexual Orientation/Gender Identity: The HASA may not inquire about the sexual orientation or gender identity as a routine part of the application process. However, this prohibition does not prohibit lawful inquiries made for the purpose of determining the number of bedrooms to which a household may be entitled.
3. Waiting lists will contain the following information for each applicant:
    a. Applicant name.
    b. Family unit size (number of bedrooms for which family qualifies under the HASA subsidy standards).
    c. Date and time of application acceptance.
    d. Qualification for any local preference.
    e. Racial or ethnic designation of the HOH.
4. Receipt of all applications will be acknowledged by a renewal email if an email address is provided. The renewal email will inform the applicant of their renewal date, which is six months from the application date. Applicants must renew their online applications on our website, www.sanangelopha.com, in order for their application to remain on the waiting list. They may renew their application up to seven days prior to the renewal date. A HASA staff person will be available for applicants who require assistance with this process. Applicants may not renew after the specified renewal date. If the renewal date falls on a weekend or holiday, the applicant must renew by the business day prior to the weekend/holiday. If the applicant fails to renew the online application on or up to seven days prior to the renewal date, the application will be dropped from the waiting list, and the applicant must reapply. Applicants who are dropped from the waiting list for failing to renew or failing to respond to an inquiry from the HASA will not be reinstated, unless the reason for their failure to renew/respond is verified to be related to a disability. Applicants are not entitled to an informal review of the decision; however, they may write a letter explaining their position and submit it to the HASA Deputy Director for consideration. The Deputy Director will make a decision and notify the applicant in writing. If the Deputy Director approves the reinstatement of the application, it will be added back to the waiting list by the original date and time it was received.
5. If the waiting list reaches 2,000 applicants, the HASA will purge the waiting list by mailing an interest survey to all applicants on the list. Those who do not respond within a specified time frame will be removed from the waiting list.
6. Applicants will be advised that it is their responsibility to update their application with any changes in contact information or household composition.

C. Closing the Waiting List

1. Any decision to close or re-open the waiting list will be recommended by the HASA’s Executive Director and brought before the HASA Board for approval.

2. The waiting list for the HCV Program will remain closed until the HASA determines that the number of applicants remaining on the list is less than the number required to fill all of the available vouchers for the next 12 months. This number will be based on the number of vouchers available or expected to become available over the next 12 months, the number of applicants who are expected to complete the process of establishing their eligibility and receive a voucher, and the number of voucher holders who are expected to utilize their voucher by leasing a unit under the HCV Program. The HASA's goal is to keep its utilization rate as high as possible.

3. When the HASA determines that the list is to be reopened, public notice of the opening will be made in the local newspaper and through other media, as is determined necessary, to reach potentially eligible households not otherwise likely to apply. The public notice will provide information on how to apply.

D. Waiting list: Different programs (24 CFR 982.205)

1. Merged waiting list. The HASA may merge the waiting list for tenant-based assistance with the waiting lists for other assisted housing programs, including a Federal or local program. If assisted from the merged waiting list, the assistance for each Federal program is subject to Federal regulations and requirements for that particular program.

2. Non-merged waiting list: Cross listing. If the HASA decides not to merge the waiting list for tenant-based assistance with the waiting list for the HASA's Public Housing Program, Project Based Voucher Program or Moderate Rehabilitation Program, the HASA must offer to place the applicant on all open lists for which the applicant qualifies for.

E. Applicant Selection

1. Notwithstanding an applicant's application acceptance date and time, the HASA will select applicants from the waiting list as follows:

    a. At least 75% of the units leased through the HCV Program in any fiscal year shall be to families with incomes below 30% of the area median income (AMI); and

    b. Up to 25% of the units leased during the same period may be to families with incomes between 31% and 50% of the AMI.

2. Certain families may, at the time of admission, have incomes between 51% and 80% of the AMI (Low Income), and will not count against the 25%-75% income targeting requirement or the income limits. These include:

    a. Families continuously assisted in Public Housing or the HCV Program.

    b. Families physically displaced by rental rehabilitation.

    c. Non-purchasing tenants of certain homeownership programs.

    d. Tenants displaced from certain Section 221 and 236 projects.

    e. Low-income families residing in certain HUD-owned projects.

3. This income tier targeting requirement does not apply to a low-income family that is "continuously assisted" under the 1937 Act, or to a low-income or moderate-income family that is displaced as a result of the prepayment of the mortgage or voluntary termination of an insurance contract on project-based eligible low-income housing.

4. For HCV project-based assistance, which includes moderate rehabilitation and new construction or substantial rehabilitation project-based assistance, not less than 40% of the new admissions to a specific project must have incomes at or below 30% of the AMI. Other admissions to a specific project must be at or below 80% of the AMI.

F. Local Preferences (24 CFR 982.207)

PHAs are permitted to establish local preferences, and to give priority to serving families that meet those criteria. HUD specifically authorizes and places restrictions on certain types of local preferences. HUD also permits the

HASA to establish other local preferences, at its discretion. Any local preferences established must be consistent with the HASA plan (24 CFR 903), and with the consolidated plan in the HASA jurisdiction. The HASA system of local preferences must be based on local housing needs and priorities, as determined by the HASA and must be addressed in the HASA's Annual Plan.

1. Residency Preference

   The HASA gives priority and preference to families residing within the HASA's jurisdiction and will award one point to families that meet these criteria. This preference will not affect any other aspect of the tenant selection. Families within the jurisdiction will be selected in the order their application was received based on the date and time of the application. Included under this residency preference will be shelters, other dwelling places, and unsheltered locations where homeless people may be living or sleeping but perhaps not a permanent residence address to list on the application.

2. Mediation Displaced Families (MDF)

   MDF is a special set-aside of three HCVs administered by the HASA in partnership with the City of San Angelo. MDF vouchers are targeted specifically to families who are living in substandard housing, such as a unit without working plumbing, electricity or unsafe conditions, or any other circumstance deemed substandard by the City of San Angelo. The San Angelo City Attorney or San Angelo Community Development must refer the MDF eligible family to the HASA. The family must meet all HCV program eligibility requirements to qualify. The MDF vouchers are subject to the availability of subsidy and there is no guarantee that the maximum number of vouchers for this preference will always be available. This preference is limited to families participating with the City-funded Tenant/Owner/Property Manager Mediation service.

3. Violence Against Women Act (VAWA)

   Families who are victims of domestic abuse under VAWA will receive a preference in the HASA's HCV program. Families who have been victims of domestic violence, dating violence, sexual assault, or stalking, and would like to be considered for this preference should provide:

   a. Proof that they are currently under the protection of a Peace Bond awarded by a judge, AND one of the two documents listed below:

   b. Documentation signed by the victim AND an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional from whom the victim has sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects thereof. This documentation will be the testimony of the professional, under penalty of perjury (28 U.S.C. 1746), to the professional's belief that the incident(s) in question are bona fide incidents of abuse; OR,

   c. A Federal, State, tribal, territorial, or local police or court record to establish their victim status under this policy.

   There is no guarantee that vouchers for this preference will always be available. The number of vouchers will depend on the amount of subsidy available to be used at any given time. All documentation should be dated within the last 60 days. If the family fails to provide documents to satisfy the HASA's requirements, they will not be awarded the preference and will be placed on the waiting list according to the date and time of their application.

4. Limited Homeless Preference (LHP)

   LHP is a special set-aside of HCVs administered by the HASA. Originally there were 20 vouchers and the preference was in partnership with the Salvation Army (SA) located in the City of San Angelo, and the City of San Angelo (COSA). The number of vouchers decreased to 15, effective 10/1/2021, and the referring agency was changed from COSA/SA, to Concho Valley Community Action Agency (CVCAA). Effective 2/1/2022, the referring agency will change from CVCAA to the Rapid Rehousing Program (RRHP) and Coordinated Entry (CE) staff. LHP vouchers will give preference to applicants who meet the Public and Indian Housing (PIH) definition of homeless outlined below. The referring agency must refer the LHP eligible family to the HASA once the homeless status has been properly vetted. The family must also meet all HCV Program eligibility requirements to qualify. The LHP vouchers are subject to the availability of subsidy and there is no guarantee that the maximum number of vouchers for this preference will always be available.

If the HASA determines that an applicant referred by the referring agency does not meet the criteria described below, the applicant will not receive the preference. However, the HCV application will remain on the waiting list according to the date and time it was submitted, and is subject to the renewal requirements.

If the HASA denies an applicant's homeless preference claim, the HASA will notify the applicant and the referring agency in writing, including the reason(s) for the preference denial. Applicants have the right to appeal the denial of eligibility for the homeless preference using the established process for informal reviews.

PIH definition of homeless: The PIH definition, as it applies to the HCV Program, is narrowed to the following two categories and taken from NOTICE PIH 2013-15 (HA).

Category 1: An individual or family who ***lacks a fixed, regular, and adequate nighttime residence,*** meaning:

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

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

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

Category 4: Any individual or family who:

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

b. Has no other residence; ***and***

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

5. Jeremiah Plan Transitional Housing (JP)

JP is a special set-aside of 3 HCVs administered by the HASA in partnership with Galilee Community Development Corporation (GCDC) designated specifically for the Jeremiah Plan Transitional Housing Program. JP vouchers will give preference to applicants who meet GCDCs referral criteria. GCDC will fully vet and refer applicants to the HASA. The family must also meet all HCV Program eligibility requirements to qualify. The JP vouchers are subject to the availability of subsidy and there is no guarantee that the maximum number of vouchers for this preference will always be available.

If the HASA determines that an applicant referred by GCDC does not meet HCV Program eligibility requirements, the applicant will not receive the preference.

The Jeremiah Plan consists of 3 single family homes managed by GCDC, to be used as transitional housing. JP is designed to prevent homelessness and to provide case management to families with an end goal of self-sufficiency and/or home ownership. Each family may utilize the voucher as long as GCDC deems necessary. As a voucher becomes available, GCDC may choose to refer another family. This preference is limited to families who are participating in the JP Program.

6. Rapid Rehousing Program Preference (RRHP)

   The RRHP is a special set-aside of HCVs administered by the HASA, in partnership with the Rapid Rehousing Program, which is governed by The City of San Angelo (COSA), Texas Homeless Network (THN) and HUD. The HASA ~~is~~ was a subrecipient of the Continuum of Care Rapid Re-Housing (CoC RRH) Grant Funds through the 10/31/2024 grant. Starting 11/01/2024, the HASA will be the sole recipient of the CoC RRH Grant. As the subrecipient and now as the sole recipient, the ~~Therefore,~~ HASA has committed HAP revenue from the HCV program as an in-kind match to this award to be renewed annually ~~for the duration of the subrecipient agreement with the COSA~~. The RRHP will give preference to applicants currently participating on the RRH program who are referred by the Housing Stability Case Manager (HSCM). The family must meet all HCV Program eligibility requirements to qualify. The RRHP vouchers are subject to the availability of subsidy and there is no guarantee that a set number of vouchers for this preference will always be available.

   If the HASA determines that an applicant referred by the HSCM does not meet the HCV Program eligibility requirements, the applicant will not receive the preference. However, the HCV application will remain on the waiting list according to the date and time it was submitted, and is subject to the renewal requirements.

   If the HASA denies an applicant, the HASA will notify the applicant and HSCM in writing, including the reason(s) for the preference denial. Applicants have the right to appeal the denial of eligibility for the RRHP preference using the established process for informal reviews.

7. Veterans Case Management Program (VCMP)

   The VCMP is a special set-aside of HCVs administered by the HASA, in partnership with the City of San Angelo (COSA) using HUD ARP Funds. The VCMP will give preference to applicants referred by the Housing Stability Case Manager (HSCM) and are required to be determined eligible for the Veteran Case Management services and verified to meet the PIH definition of homeless cited in the LHP section above at the time of initial intake with the HSCM. The applicant does not have to be already receiving the Veteran Case Management services prior to referral; the referral can happen alongside the commencement of case management services from the HSCM. The referral may also happen after the applicant has been receiving the case management services and needs a bridge voucher to receive housing assistance but would no longer be considered homeless. The family must have an active application on the HCV/Section 8 waiting list and must meet all HCV Program eligibility requirements to qualify. The VCMP vouchers are subject to the availability of subsidy and there is no guarantee that a set number of vouchers for this preference will always be available.

   If the HASA determines that an applicant referred by the HSCM does not meet the HCV Program eligibility requirements, the applicant will not receive the preference. However, the HCV application will remain on the waiting list according to the date and time it was submitted, and is subject to the renewal requirements.

   If the HASA denies an applicant, the HASA will notify the applicant and HSCM in writing, including the reason(s) for the preference denial. Applicants have the right to appeal the denial of eligibility for the VCMP preference using the established process for informal reviews.

SECTION IX: APPLICANT ELIGIBILITY

Applicants must meet the basic eligibility requirements listed below at the time of selection from the waiting list. Otherwise, the applicant shall be determined ineligible and removed from the waiting list. Applicants determined ineligible are entitled to request an informal review of their file, as described in this Administrative Plan.

A. Eligibility Criteria

<u>Income Eligibility</u>

A family is income-eligible for assistance under the HCV Program if, at the time of eligibility determination, the family meets one of the standards listed below. However, the family must meet the General Eligibility requirements, as well.

a. Has been continuously assisted under the 1937 Housing Act with no breaks in assistance exceeding six consecutive months.

b. Qualifies as a Very Low-Income family (including Extremely Low-Income) under HUD's approved Income Limits.

c. Qualifies as a Lower Income Family (other than Very Low-Income) and is displaced by Rental Rehabilitation or Development activities assisted under section 17 of the 1937 Housing Act (42 U.S.C.), or as a result of activities under the Rental Rehabilitation Demonstration Program.

d. Qualifies as a Moderate-Income Family and is displaced while living in housing covered by the Low-Income Housing Preservation and Resident Homeownership Act of 1990.

General Eligibility

The HASA shall consider all applicants for admission who, at the time of eligibility determination, meet all of the following conditions and requirements established by HUD:

1. Family: The applicant must qualify and document their status as a Family, Elderly Family, Disabled Family, or a Single Person as defined herein. Families of more than one person must submit documentation that they meet the HASA's definition of "Family".

2. Income: The family's annual income must be documented and may not exceed the HUD-determined income limits for the family size.

3. Do not own net family assets worth more than $100,000 (adjusted annually for inflation).

4. Do not own a house that they could live in. If an applicant owns a house that he/she does not have the right to sell, that is uninhabitable, or that is unsuitable for the applicant's disabilities, this restriction will not apply.

5. Citizenship or Eligible Immigration Status: The HASA shall provide housing assistance to United States citizens and eligible non-citizens. A household with at least one ineligible member is considered a "Mixed Family". At least one family member must be a documented U.S. citizen or eligible non-citizen. The subsidy standard shall be based on the actual household member(s), and the HAP will be prorated to assist only the eligible members of the family.

6. Families must provide the following documents for each member as evidence of citizenship or eligible immigration status:

    a. U.S. Citizens

        i. A written and signed Declaration for each family member, and

        ii. A certified birth certificate or Certificate of Naturalization, or

        iii. A U.S. passport.

    b. Non-Citizens

        i. A written and signed Declaration for each family member, and

        ii. A signed Verification Consent Form, and

        iii. One of the original U.S. Immigration and Naturalization Service's documents listed on the Declaration.

7. Documentation of Full-Time/Part-Time College Students

    a. ~~Full Time~~ College Students residing in assisted household

i. Each college student within an assisted household must provide the following: proof of full-time/part-time enrollment, verification of standard tuition and fees, and verification of anticipated or accepted financial aid. (See Excluded Income in Section XVII (B) for what financial aid is included and excluded in annual income determination)

1. When a student receives assistance from both Title IV of the HEA and from other sources, the HASA will calculate the actual covered costs; apply the assistance received under Title IV of the HEA to the student's actual covered costs first; and then apply the other student financial assistance to any remaining actual covered costs.

2. If the amount of financial aid assistance excluded under Title IV of the HEA equals or exceeds the actual covered costs, none of the student financial assistance is excluded from income.

3. If the amount of assistance excluded under Title IV of the HEA is less than the actual covered costs, the HASA will exclude the amount of other student financial assistance up to the amount of the remaining actual covered costs.

ii. Absent Student: when a family member in an assisted household attends school away from the unit, the person will continue to be considered a family member unless information becomes available to the HASA indicating that the student has established a separate household or the family declares that the student has established a separate household and requests to remove them.

b. Per 24 CFR 5.612, no assistance will be provided to any individual who is enrolled (full-time or part-time) as a student at an institution of higher education who is:

i. Under 24 years of age

ii. Not a U.S. veteran

iii. Unmarried

iv. Not a student with disabilities who was receiving HCV assistance as of 11/30/05

v. Does not have a dependent child, unless the student is eligible, and the student's parents (individually or jointly) are income-eligible for the program.

c. Full-Time College Students of Non-Parental/Guardian Households: The HASA shall provide assistance to independent full-time college students of legal age or emancipated minors (under Texas law) that meet the following criteria as stated in PIH Notice 2005-16.

i. Each college student within a household must provide a written/signed certification that the student does or does not anticipate receiving financial support from the student's parent(s) or guardian(s) and the amount of support.

ii. The college student must have established a household separate from their parents or legal guardians for at least one year prior to applying for the HCV program, and must provide evidence of separate households by supplying the address information that predates the student's application by a minimum of one year.

iii. The college student must not be claimed as a dependent by a parent(s) or legal guardian(s) on an Internal Revenue Service (IRS) tax return, and

iv. The college student must be income eligible.

v. The college student must be of legal contract age per state law.

   d. Per 24 CFR 982.552 (b)(5), the HASA must deny or terminate assistance if any family member fails to meet the eligibility requirements concerning individuals enrolled at an institution of higher education as specified in 24 CFR 5.612.

8. Is not currently under a three-year ban from the HASA due to a negative termination from a prior participation in any HASA housing program.

9. Does not currently owe a balance to any HA.

Special Programs Eligibility Requirements

Applicants will be added to special program waiting lists once the HASA has determined that they are eligible for the special program or at least meet the preliminary criteria. These waiting lists cannot be accessed during the online application process and require special referral.

1. Welfare to Work (WTW) Housing Choice Vouchers

   Applicants for Welfare to Work (WTW) HCVs must meet the same basic eligibility requirements as for the HCV Program. The family must also meet all of the following additional eligibility criteria:

   a. Be eligible to receive assistance or services funded by Temporary Assistance to Needy Families (TANF), or

   b. Be currently receiving assistance or services funded by TANF, or

   c. Have received assistance or services funded by TANF within the last two years.

   d. HCV tenant-based assistance is determined to be critical to the family's ability to successfully obtain or retain employment.

   e. The family must not already be receiving tenant-based assistance.

   f. The family must be on the HCV waiting list.

2. Non-Elderly Disabled (NED) Housing Choice Vouchers

   The NED HCVs is a special set of 20 HCVs for applicants who qualify as a Non-Elderly Disabled household. Applicants for NED HCVs must meet the same basic eligibility requirements as for the HCV Program. The family must also qualify as a "qualified individual with a disability" based on the requirements set out in 24 CFR 8.3. This individual must be listed as the head of household, co-head, or spouse. There is no guarantee that the maximum number of vouchers for this program will always be available. The number of vouchers will depend on the amount of subsidy available to be used at any given time.

3. Family Unification Program for Family (FUPF) and Youth (FUPY)

   FUPF and FUPY are a special set-aside of 30 HCVs administered by the HASA in partnership with the Department of Family and Protective Services (DFPS) in San Angelo, TX. There is no guarantee that the maximum number of vouchers for this program will always be available. The number of vouchers will depend on the amount of subsidy available to be used at any given time.

   FUPF

   FUPF vouchers are targeted specifically to families who are separated or facing separation. The FUPF program is designed to assist families for whom the lack of adequate housing is a primary factor in the separation or threat of imminent separation of children from their families, or in the prevention of reunifying the children with their families. The DFPS in San Angelo, TX must refer the FUPF eligible family to the HASA as a result of a current open case, and the family must meet all HCV program eligibility requirements to qualify.

   There is no time limit on FUPF vouchers. If the children are removed from the residence by CPS, an interim change will be processed removing the children from the household, without changing the subsidy, until the effective date of the next recertification. The family may retain their FUPF voucher for as long as they receive HCV rental assistance. If the children are not reunified within 360 days of the removal date, the family may be converted over to an HCV voucher.

FUPY

FUPY vouchers are targeted specifically to youth who have aged out of foster care or who will be transitioning from foster care within 90 days. Eligible youth may receive FUPY voucher assistance for up to 36 months.

a. To be eligible for this voucher preference, the following must be met:

   i. Youth at least 18 years old and not more than 24 years old who:

      i. Left foster care at age 16 or older, 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

      ii. Are homeless or at risk of being homeless, which is defined as:

      Has an annual income below 30% of the AMI, 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, and meets one of the following conditions:

1. Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance.
2. Is living in the home of another because of economic hardship.
3. 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.
4. Is living in a hotel or motel and the cost of the stay is not paid by charitable organizations or by Federal, State, or local government programs of low-income individuals.
5. Lives in a single room occupancy or efficiency apartment unit in which there resides more than two persons, or lives in a larger housing unit in which there resides more than 1.5 persons per room.
6. Is exiting a publicly funded institution, or system of care, or
7. Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan.

b. A youth may also be "at risk of homelessness" if the youth meet the definition of homeless under the Runaway and Homeless Youth Act, the Head Start Act, the VAWA of 1994, the Public Health Service Act, the Food and Nutrition Act of 2008, the Child Nutrition Act; or the McKinney-Vento Homeless Assistance Act. **(24 CFR 576.2)**

The DFPS initially determines if the family or youth meets the FUP eligibility requirements, certifies that the family or youth is eligible, and refers those families or youths to the HASA. The referred family or youth must apply online and be added to the HCV wait list. Once the DFPS makes the referral, the HASA places the FUP applicant on its FUPF/Y waiting list. When a FUP voucher is available, the HASA will determine whether the family or youth meets HCV program eligibility requirements, including income and criminal offender eligibility. The HASA conducts all other processes relating to voucher issuance and administration.

In addition to rental assistance, supportive services must be provided to FUP youth by the DFPS or another approved social service agency for the first 18 months that the youth participate in the program. Examples of the skills targeted by these services include, but are not limited to, money management skills, job preparation, educational counseling, and proper nutrition and meal preparation. The program does not require DFPS to provide supportive services for families; however, DFPS may make them available to families, as well.

4. Foster Youth to Independence Initiative (FYI)

   Through the Foster Youth to Independence (FYI) initiative HUD will provide Housing Choice Vouchers (HCVs) for youth eligible under the Family Unification Program (FUP), subject to availability. FYIs are a special set-aside of HCVs administered by the HASA in partnership with the Department of Family and Protective Services (DFPS) in San Angelo, TX. HASA will contact HUD for a voucher when a referral has been made, therefore, there is not an automatic set number of vouchers awarded to HASA for this program. HASA may request as few as one voucher per fiscal year, with a maximum reward of 25. Voucher availability is dependent upon available funding from HUD.

   The DFPS initially determines if the youth meet the FYI eligibility requirements, certifies that the youth is eligible, and refers those youths to the HASA. The referred youth must apply online and be added to the HCV wait list. Once the DFPS makes the referral, the HASA places the FYI referral on its FYI waiting list. The HASA will determine whether the youth meet HCV program eligibility requirements, including income and criminal offender eligibility. The HASA conducts all other processes relating to voucher issuance and administration.

   In addition to rental assistance, supportive services must be provided to FYI youth by the DFPS or another approved social service agency. Services must be secured for a period of 36 months to eligible youth receiving rental assistance through PIH Notice 2020-28. Examples of the skills targeted by these services include, but are not limited to, money management skills, job preparation, educational counseling, and proper nutrition and meal preparation.

   FYI vouchers are targeted specifically to youth who have aged out of foster care or who will be transitioning from foster care within 90 days. Eligible youth may receive FYI voucher assistance for a lifetime maximum of 36 months. If at the end of 36 months the youth has not applied for and received a regular HCV, they will EOP from the FYI program with no additional assistance from HASA.

   a. To be eligible for this voucher preference, the following must be met at the time of referral:

      i. Has attained at least 18 years and not more than 24 years of age;

      ii. 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

      iii. Is homeless or is at risk of becoming homeless at age of 16 or older.

5. Veteran Affairs Supportive Housing (VASH)

   VASH is a special set-aside of ~~33~~ 41 HCVs administered by the HASA in partnership with the U.S. Department of Veteran Affairs (VA). Applicants for the VASH program must be referred to the HASA by the VASH Case Manager covering the HASA jurisdiction. Applicants may only be denied if they are over income for the program or if they are subject to a lifetime registration requirement as a sex offender. In accordance with the HUD-VASH Operating Requirements Federal Register Notice 2024-08-13, the HASA will apply the following for the VASH program only: the HASA will use the 80% AMI Income Limit for income eligibility; the HASA will establish a $0 minimum rent; and at the recommendation of the VASH Case Manager, the HASA may consider a transfer of assistance in lieu of termination of assistance when the Veteran is legally evicted.

   VASH voucher holders will receive an initial 120-day voucher to search for a unit and may be eligible for an extension on the voucher upon request. Once on the program, the veteran and their family are subject to HCV regulations. If it is determined that the veteran is no longer in need of VA case management, the VASH Case Manager may choose to graduate the veteran from the VASH program and request transfer to the regular HCV Program. The VASH case manager may also terminate a veteran from the VASH Program for failing to participate in case management services. At that time, the HASA will have the choice to terminate the housing voucher or transfer the voucher to the regular HCV Program.

6. Mainstream (MS)

The MS HCVs is a special set of 26 HCVs for families composed of one or more non-elderly persons with disabilities, which may include additional members who are elderly persons with disabilities, AND for families who meet one of the following:

a. Transitioning out of institutional or other segregated setting,

b. At serious risk of institutionalization,

c. Currently experiencing homeless, or

d. At risk of becoming homeless.

Applicants for MS HCVs must also meet the same basic eligibility requirements as for the HCV Program. A family whose sole member is an emancipated minor is not an eligible family. There is no guarantee that the maximum number of vouchers for this program will always be available. The number of vouchers will depend on the amount of subsidy available to be used at any given time. (See Sec. XXV for Definitions of "Non-elderly person with disabilities (for purposes of determining eligibility for Mainstream)", "Institutional or other segregated settings", "At serious risk of institutionalization", "Persons currently experiencing homelessness", and "At risk of experiencing homelessness".

In accordance with PIH 2024-30, Mainstream voucher holders will receive an initial 120-day voucher to search for a unit. If requested, the voucher holder may receive one 90-day extension at minimum and the HASA will not implement a residency preference in waiting list selection.

7. Stability Voucher Program (SV)

SVs are a special set-aside of 5 HCVs administered by the HASA in partnership with the Texas Homeless Network (THN) and the Concho Valley Community Action Agency (CVCAA). SVs are for use by individuals and families experiencing or at-risk of homelessness; those fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking, and veterans and families that include a veteran family member that meet one of the preceding criteria. There is no guarantee that the maximum number of vouchers for this program will always be available. The number of vouchers will depend on the amount of subsidy available to be used at any given time.

PHA's must accept referrals for SVs directly from the CE process. HASA will accept direct referrals from CVCAA, after CVCAA has verified the preceding criteria. HASA may also accept direct referrals from a Victim Service Provider (VSP) in special circumstances, in accordance with PIH 2022-24. Referrals made from the CE process will be prioritized according to VI-SPDAT scores, 4-8.

Applicants may only be denied if they are over income for the program, if any household members have ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing, or if they are subject to a lifetime registration requirement as a sex offender.

HASA will abide by all mandatory waivers and alternative requirements outlined in PIH 2022-24, as well as the following optional waiver of establishing separate higher payment standards for SVs. PHAs can establish a payment standard amount for a unit size at any level between 90%-120% of the published FMR for that unit size. HUD approval is not required to establish an SV payment standard within that range. PHAs may also still request approval for exception SV payment standards above 120% of the applicable FMR from HUD in accordance with 24 CFR 982.503(b)(1)(iv) or 982.503(c) if needed.

8. Set-Aside Tenant Protection Vouchers (TPVs) (PIH 2019-01): Project Based Voucher Program

TPVs are made available for certain at-risk households in low-vacancy areas. TPVs provided under this set-aside are considered "replacement" TPVs and are not subject to the prohibition on re-issuance that applies to relocation TPVs. An owner is eligible to request assistance under this notice in the form of either project-based voucher (PBV) assistance or enhanced vouchers. The PHA selected to administer these vouchers must consent to both types of assistance. The HASA did consent to administer both PBV or enhanced vouchers if the property was determined ineligible for PBV. As HUD and the HASA have determined the property, Rio Concho Manor, to be eligible for PBV, the HASA will not cite policies below regarding the Enhanced Voucher program as it will not be in use. This section will further define regulatory requirements and HASA discretionary policies for the administration of the PBV program with Rio Concho Manor.

TPVs under this type of assistance are available to families who are determined eligible under the HV program admission rules. The PHA will use the applicable *low-income limits* for income eligibility. The HASA will not redetermine whether the household meets the rent burden threshold for at-risk families; the HASA will rely on the owner's determination. The HASA elected to redetermine income for each potential household that met the "at-risk" category.

The PBV program is governed by 24 CFR Part 983, 82 FR 5458, and PIH 2017-21. Under the PBV program, a PHA enters into a HAP contract with an owner for specified units, for a specified term. When families move from the assisted units, the PHA refers families from its waiting list to the owner to fill vacancies. PHAs may add units to a PBV HAP contract executed pursuant of PIH Notice 2019-01 as follows: (a) the PHA may add TPV units awarded under a separate set-aside funding award for the same project, and (b) the PHA may add units to a PBV HAP contract executed pursuant to this notice, utilizing budget authority allocated to the PHA under the HCV program.

The owner of Rio Concho Manor requested PBV assistance under PIH Notice 2019-01 and the HASA, in conjunction with the HUD Field Office, has determined that the request complies with all requirements of the PBV program, including all applicable fair housing and civil rights requirements, except those specifically stated as not appliable, i.e. owner proposal selection procedures (24 CFR 983.51) and percentage limitation (24 CFR 983.6) and income mixing requirement (983.56). The initial term of the PBV HAP contract is 20 years.

a. Waiting List Management

  i. The HASA will create and maintain a PBV waiting list after the triggering event under PIH 2019-01, i.e. May 1, 2024.

    1. All currently assisted households will be informed of this waiting list opening and will have the opportunity to apply if they meet the age requirement stated in (2).

    2. All applicants currently on the HCV waiting list will be informed of this PBV waiting list opening and will have the opportunity to apply if they meet the age requirement stated in (2).

  ii. The Rio Concho Manor (RCM) PBV waiting list will be restricted to applicants who are age 62 years or older.

  iii. Applicants will be pulled from the RCM PBV waiting list to maintain a pool of applicants who are determined eligible to ensure that when a PBV unit becomes available, the vacancy can be filed promptly.

  iv. In order to implement the Set-Aside TPVs, the HASA will establish a "absolute selection preference" for "in-place families", i.e. an eligible family residing in the proposed contract unit on the date of the triggering event will be permitted to stay in that unit assuming all other compliance requirements are met.

  v. The HASA may place families referred by an owner to its PBV waiting list. Such families will be selected from the waiting list in accordance with the policies stated within this plan.

  vi. All persons who desire to apply for the PBV waiting list/program are given an equal opportunity to do so when the waiting list is open.

  vii. The HASA will utilize the local preference stated for the tenant-based HCV program for the PBV program as well.

  viii. If the applicant has applied for, received, or refused an offer of PBV assistance, the HASA may not refuse to list the applicant on the HASA waiting list for TBV assistance or any other available waiting list; deny admission preference for which the applicant qualifies for; change the applicant's place on the waiting list based on preference, date, and time of application, or other factors affecting selection from the waiting list; or remove the applicant from the waiting list for TBV assistance.

b. PBV versus tenant-based program assistance: there are provisions that do not apply to PBV including those cited in 24 CFR 983.2(b) and as stated within this policy:

   i. Unlike the tenant-based program, admission to the program is based on where the family will live with assistance under the program, i.e. Rio Concho Manor.

   ii. Family size is a consideration in admission. The family must meet the occupancy standards for the available units. As there are 0- and 1-bedroom units available at this property, each unit could house up to 2 persons.

   iii. As vouchers are not issued to each family under PBV, a Request for Tenancy Approval (RFTA) is not required.

   iv. The PHA will not terminate the HAP Contract for tenant absence from the unit. If the owner seeks to fill the vacancy, the HASA will follow the steps outlined in the waiting list description above to refer the next eligible applicant for the owner's screening.

   v. PBV assistance is prohibited from being attached to units with the following types of subsidies:

      1. Any other form of Section 8 assistance (tenant-based or project-based);

      2. Any governmental rent subsidy (that pays for any part of the rent);

      3. Any governmental subsidy that covers all or any part of the operating costs of the following: Section 236 and Section 521 rural housing rental assistance payments;

      4. Any form of tenant-based rental assistance;

      5. Any other duplicative federal, state, or local housing subsidy, as determined by HUD or by the PHA;

      6. Any other form of housing as follows: public housing, Section 202 housing, Section 811 housing.

   vi. The portability option is not available to PBV applicants/participants as it is with tenant-based assistance. The assistance is tied to the unit.

   vii. In PBV units, maximum subsidy is not determined by using subsidy standards. In other words, for the PBV program, the families pay either 30% of their adjusted monthly income, 10% of monthly income, or the minimum rent for their unit, whichever is greater, minus the utility allowance.

   viii. Payment standards and the family share calculation are not used to determine the tenant rent. The family and the owner do not negotiate the contract rent.

   ix. Lease dates do not match the HAP contract under PBV, the lease dates and the tenancy addendum dates are required to match.

   x. As required to be cited in policy, the following applies to special housing types. However, this PBV program is in accordance to PIH 2019-01 for a specified property and therefore, this is not currently applicable. In general, for PBV and the special housing types, the following are ineligible for PBV: shared housing, manufactured home space rental, and the homeownership option. For SRO, Congregate housing, and group homes, there is no separate HAP Contract for each PBV lease. In addition, for group homes, the family rent is not calculated using the payment standard.

   xi. In accordance with PIH 2019-01, the income limits that are applied to the RCM PBVs will be Low Income Limits.

c. Eligibility Criteria

i. HASA Eligibility Screening: Unless specifically cited under PIH 2019-01 or within this Administrative Plan, the HASA will use the eligibility requirements as defined in this policy for the tenant-based voucher program and apply to the PBV applicants.

ii. Owner Screening: Once the HASA has determined an applicant is eligible for the PBV program, the HASA will refer the applicant to the owner who will then review according to their own screening procedures. If the owner denies and applicant, the owner must submit the decision and explanation in writing to the HASA. If the owner denies the applicant, there is not a formal grievance process with the HASA; the applicant will remain on all other waiting lists as applicable.

1. If the HASA determines that the owner is rejecting families without good cause or in a discriminatory manner, the HASA will take corrective action up to suspending or terminating the PBV HAP contract.

iii. Once approved by HASA and the Owner, the move-in process may commence.

1. If the family declines the offered PBV unit, the HASA will allow the family 2 opportunities to accept a unit.
2. If the applicant family declines two offers, the HASA will remove the family's name from the PBV waiting list.
3. If the applicant family proves good cause for unit refusal, the HASA must take this into consideration. Good cause would mean: a unit lacks accessibility features required by a person with disabilities or otherwise does not meet the member's disability-related needs; the unit has HQS deficiencies; the family is unable to accept the offer due to circumstances beyond the family's control (such as hospitalization, temporary economic hardship, or natural disaster); or the family determines the unit presents a health or safety risk to a household member who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, or that a unit is not accessible to public transportation needed for the family to work, ~~or an extenuating circumstance as determined by the HCV Manager and/or Deputy Director.~~

iv. Each PBV assisted family must sign at admission and each annual the HUD 58578B, Statement of Family Obligations and the HUD 52530c, Tenancy Addendum. The dates of the lease must match the dates on the Tenancy Addendum.

v. At admission, each adult in the household must sign the HUD 52675, Debts Owed form.

d. Continued Assistance under PBV

The HASA will operate the PBV program similarly to the tenant-based voucher program. The following differences will apply for ongoing assistance:

i. Inspection

1. The HASA must inspect all units before execution of the HAP contract and will inspect all turnover units before next occupancy as well.
2. When the owner notifies the HASA that the unit is rent ready after a vacancy, the HASA can conduct the turnover inspection at any time.
3. For annual inspections, the HASA must conduct inspections based on a sample of 20% of units in each PBV building and is not required to inspect each unit unless a majority of the 20% are found to be deficient regarding the current inspection standards.

4. HQS/NSPIRE Enforcement: If a contract unit is not in compliance with the current inspection standards, the PHA may exercise remedies for the individual unit or for all units under the contract, up to terminating the contract.

5. The PBVs will use the HCV utility allowance schedule as required.

6. Lead Based Paint: the owner has the responsibility for conducting the assessment/investigation and must pay for them. The owner must notify the HUD Field Office of the results of the investigation and then of the lead hazard control work within 10 business days of the deadline for each activity. The owner must incorporate ongoing lead-based paint maintenance activities into regular building operation.

7. No RFTA is required for PBV units as the utility assignments are established in the PBV HAP contract.

    i. Changes to the utility responsibility requires a formal amendment to the HAP contract.

    ii. The HASA and owner must both execute the amendment to the HAP contract for the change in utility responsibility.

    iii. The HASA will perform a rent reasonableness determination, adjust the contract rent accordingly, and establish an effective date for the change. The HASA will then require the owner to modify each lease that is impacted by the change along with a new PBV tenancy addendum by the owner and family as well.

ii. Annual Re-Examination

Each assisted household will be required to re-certify annually. See policy for Annual Re-examination under the tenant-based assistance for reference as the same rules will apply to PBV unless otherwise specified.

Where it is reasonable and feasible, the HASA will conduct the annual re-examinations for the PBV participants onsite at Rio Concho Manor.

iii. Interim Re-Examination

Each assisted household will be required to follow the standard interim re-examination reporting requirements and processing as defined within this policy for the tenant-based assistance unless otherwise specified.

iv. Choice Mobility

1. While the subsidy for PBV is tied to the property/unit, the family may be eligible for a tenant-based voucher after one year of occupancy with RCM. The HASA may establish a preference on the HCV waiting list for residents wanting to move from the PBV program after the one-year requirement.

2. If the family vacates without such request to move, the family is not entitled to the tenant-based voucher.

3. The family must give the owner advanced notice in writing as a notice to vacate in accordance with the lease. A copy must also be given to the HASA. It is recommended for the tenant to contact the HASA to determine if a tenant-based voucher is available in order to preserve their housing assistance under the PBV unit.

4. If more than one family is requesting to move, the HASA will maintain a mobility waiting list for the PBV families. When a voucher is available, it will be issued according to date and time on the original request.

e. Rent Reasonableness and Changes in Contract Rent

i. Rent reasonableness process is not on a unit-by unit bases for PBV, but by a contract unit size and type.

ii. The owner may request a rental increase annually at the time of the anniversary of the HAP contract. Rent increases will not be approved otherwise.

iii. If there is a 10 percent or greater decrease in the published FMR, the PHA must conduct a rent reasonableness determination and may be required to adjust the rents.

iv. The owner's request for a rent adjustment must be in writing within 60 days of the projected effective date, i.e. the anniversary of the HAP contract.

   1. The PHA may not approve the rent increase if the owner is in violation of the HAP contract, including units not in compliance with current inspection standards.

   2. The owner may not receive retroactive payments for any period of noncompliance.

v. When determining the rent to owner, the PHA shall use the most recently published FMR, and the PHA utility allowance schedule in effect at the time of redetermination. At its discretion, the PHA may use the amounts in effect at any time during the 30-day period immediately before the redetermination date. The rent to owner must not exceed the lowest of the following amounts:

   1. A PHA-determined amount, not to exceed 110 percent of the applicable FMR minus the applicable utility allowance,

   2. The reasonable rent, or

   3. The rent requested by the owner.

vi. The PHA must provide a written notice to the owner of the rent adjustment. The written notice of rent adjustment constitutes an amendment to the HAP contract, and a copy must be filed with the project contract file.

vii. At any time, the PHA may request that the owner provide information on the rents charged to unassisted families to ensure rent comparables.

f. Eligible Units

i. The PBV HAP Contract with Rio Concho Manor will consist of *floating units*. This means that specific apartments are not permanently designated as the PBV units, but instead, only a set number of units must always be designated as PBV. As such, the specific apartments designated as PBV units may *float*, or change, from time to time according to tenant turnover.

ii. The HASA and owner may amend the HAP contract to add PBV units as follows: (a) the PHA may add TPV units awarded under a separate set-aside funding award for the same project, and (b) the PHA may add units to the PBV HAP contract executed pursuant to PIH 2019-01, utilizing budget authority allocated to the PHA under the HCV Program. Addition of units must be in accordance with 24 CFR 983.206. Any non-TPV units added to the PBV HAP contract put in place pursuant to a TPV set-aside are subject to the program cap and the project cap, unless otherwise specified under PBV requirements.

iii. The PHA or owner may amend the contract to substitute units at any time during the contract term. Prior to official substitution, the HASA must inspect the substitute unit to determine compliance with current inspection standards and determine rent reasonableness. Such amendment must be executed by the HASA and owner.

iv. Units occupied by families whose income has increased during their tenancy resulting in the total tenant payment equaling the gross rent shall be removed from the HAP contract 180 days following the last housing assistance payment on behalf of the family.

v. As this property is partially assisted, the HASA may substitute a different unit for the unit removed under part iv of this section to the HAP contract when the first eligible substitute unit becomes available.

vi. Additionally, the anniversary and expirations dates of the reinstated or substituted unit must be the same as all other units under the HAP contract (i.e., the annual anniversary and expiration dates for the first contract units placed under the HAP contract).

g. Vacant Units

i. If a PBV unit is vacant for 120 days or more, the HASA may amend the HAP contract to subtract the number of applicable units by bedroom-size of the vacancies. Such an amendment does not require the owner's agreement.

ii. The HASA opts not to make vacancy payments and the HAP contract will reflect this.

iii. The HASA will work closely with RCM staff to develop an effective vacancy turnover strategy to include monitoring the number of vacancies, the time necessary to make the unit rent ready, the success rate of referrals from PBV waiting list to fill the vacancy, and the average processing time.

iv. The owner will be asked to notify the HASA in advance for an anticipated vacancy.

v. If the family moves out of the unit without notice, the owner may keep the HAP for the calendar month when the family vacated unless the owner is responsible for the vacancy, i.e. if the owner refused to make repairs to the unit.

1. If the owner caused the vacancy, the HASA will offset the repayment amount against the next months and future HAP to owner. If the offset is not possible, the HASA will require the owner to repay the amount in full.

h. Terminations

A participant resident that violates the obligations of the family as outlined on form HUD 52578B or the required tenancy addendum, HUD 52530c, will be terminated in addition to reasons applicable under the tenant-based voucher program. The HASA will follow normal termination procedures and informal hearing procedures as outlined in this plan.

i. Overcrowded, under-occupied, accessible PBV Units:~~Wrong size unit:~~ In accordance with 24 CFR 983.260, the PHA cannot terminate the HAP contract when a family occupies a unit of the wrong size or an accessible unit, when they do not need its features. The HAP Contract is not terminated since the assistance is subject to the unit. The PHA must offer continued housing assistance with a voucher under the tenant-based rental assistance. Families are required to move out of the wrong-sized unit within a reasonable time, not to exceed 90 days in accordance with HOTMA Voucher Final Rule; failure to do so within the specified timeframes by the PHA according to the type of continued assistance offered requires the PHA to remove the unit from the PBV HAP contract.

ii. The PBV contract does not automatically terminate 180 days after the last assistance payment on behalf of the family. The owner may select another unit for the PBV contract under the *floating unit* clause.

1. If the family has resided in the PBV unit for one year, then the HASA may issue an HCV to the family to move to another unit for which there will be HAP. In this case, the HASA may reinstate that unit to the HAP contract upon vacancy.

i. PBV Property Monitoring Review

The Property Monitoring Review helps to ensure compliance with the PBV properties, reduces risks of default of the HAP contract, and assists the HASA in working with the owner to resolve any issues. The HASA will conduct an annual review over the following:

1. Payment of utilities
2. Payment of property taxes and property insurance
3. Payment of flood hazard insurance, if applicable
4. Financial solvency
5. Maintenance records and response times
6. Replacement needs
7. Crime rates at the property
8. Complaints
9. Overall compliance with the HAP Contract

j. Enhanced voucher assistance

The HASA was required to consent to utilize Enhanced Vouchers in case the requested PBVs did not get approved. As such, enhanced vouchers are tenant-based assistance authorized under Section 8(t) of the 1937 Act. Households issued enhanced vouchers may elect to use the assistance in the same property (as long as the property continues as rental housing and the tenancy can be approved in accordance with the enhanced voucher policies), or may choose to move from the property. There is no guarantee to the owner that any enhanced voucher assistance will be used at the property.

B. Additional HASA Eligibility Criteria

The HASA shall use the following standards to deny admission and/or terminate assistance to the HCV Program:

1. Drug/Violence Related Eviction: The HASA shall review residential history to determine if the family has lived in federally assisted housing, and deny admission if any family member was evicted from a federally assisted housing unit for drug related or violent criminal activities within three years of the preliminary briefing date. An exception may be made if the member responsible for the eviction is no longer a member of the household due to long-term imprisonment or death.

2. Illegal Drug Use: The HASA shall deny admission to any family if there is reasonable cause to believe that a family member is currently engaging in the use or selling of illegal drugs or other drug-related criminal activity, or whose use or pattern of use of a prescribed controlled substance and/or illegal drug may threaten or has threatened the health, safety, or right to peaceful enjoyment of the premises by other residents. "Reasonable cause" may include, but is not limited to, credible reports from any source. The HASA has determined "Currently engaging in" to include the most recent six months. This requirement may be waived if the family demonstrates to the HASA's satisfaction that the family member no longer engages in the above behaviors.

3. Conviction for Methamphetamine Production: The HASA shall deny admission to a family if any family member has been convicted for the manufacture, production, or delivery of a controlled substance or illegal drug within 7 years of the offense date. The HASA shall permanently deny admission to families if a member has been convicted for the manufacture or production of Methamphetamine (also known as speed, crank, crystal, ice, chalk) on the premises of federally assisted housing.

4. Sex Offenders: The HASA shall permanently deny admission to families if a member is required to register as a lifetime sex offender. The HASA will check State and National Sex Offender Registries, and may use the services of State and private agencies to ensure that such sex offenders are not admitted to the program. If any family member has been convicted as a sex offender, has an assigned time period to register (other than lifetime), and has been living in the community for a minimum of 10 years without evidence of re-offending, the HASA may consider allowing the family on the program.

5. Violent Criminal Activity: The HASA shall deny admission to any family, for a minimum of three years from the offense date, unless otherwise specified for a longer term, if a family member has been convicted of any of the following acts:

    a. Crimes involving physical force, including, but not limited to murder, robbery, assault and battery through use of a weapon, aggravated assault, domestic violence (as the perpetrator, not the victim) (persons convicted of murder are prohibited from admission for 10 years from offense date.), or

    b. Any activity involving the use of weapons against persons or property.

6. Crimes That Threaten the Peace, Health, and Safety of Others: The HASA shall deny admission to any family if there is reason to believe that a member of the family has engaged in any activity that threatens the peace, health, and safety of others. Such crimes include, but are not limited to:

    a. Voluntary Manslaughter-the unlawful taking of human life under circumstances falling short of willful or deliberate intent to kill. Persons convicted of voluntary manslaughter are prohibited from admission for 10 years from offense date.

    b. Involuntary Manslaughter- the crime of killing another human being unlawfully but unintentionally. Persons convicted of involuntary manslaughter are prohibited from admission for 5 years from offense date.

    c. Kidnapping-taking and carrying away a human being by force and against their will.

    d. Mayhem-inflicting an injury that permanently renders the victim less able to fight offensively or defensively; dismemberment or disablement of a limb; bodily disfigurement.

    e. Burglary-unlawful entry to a building or occupied structure for the purpose of committing a crime.

    f. Arson-starting a fire or explosion with the purpose of destroying a building or occupied structure of another; destroying or damaging any property to collect insurance for the loss.

    g. Terrorist Threats-threatening to commit any crime of violence with the purpose of terrorizing another or causing evacuation of a building, place of assembly, or facility of public transportation.

    h. Rape and sexual assault – completed or attempted sexual acts and/or touching when consent is not obtained or freely given, i.e., through the use of physical force or threats to physically harm

    i. Child sexual abuse – forcing or inciting a child (person less than 18 years old) to take part in sexual activity that violates the laws or social taboos of society and that he/she: does not fully comprehend; does not consent to or is unable to give informed consent to, or is not developmentally prepared for and cannot give consent to.

    j. Human Sex Trafficking – the recruitment, harboring, transportation, provision, obtaining, patronizing, or soliciting of a person for the purpose of commercial sex act. Any commercial sexual activity with a minor, even without force, fraud, or coercion, is considered sex trafficking. Further includes:

        i. Promotion – acting other than as a prostitute receiving compensation for personally rendered prostitution services, he/ she knowingly receives money or other property pursuant to an agreement to participate in the proceeds of prostitution; or solicits another to engage in sexual conduct with another person for compensation.

        ii. Aggravated promotion – a person commits an offense if he knowingly owns, invests in, finances, controls, supervises, or manages a prostitution enterprise that uses two or more prostitutes.

        iii. Compelling prostitution – causing another to commit prostitution by force, threat, or fraud, or causing a child younger than 18 years to commit prostitution by any means.

k. Possession or promotion of child pornography – the person knowingly or intentionally possesses, or knowingly or intentionally accesses with intent to view, visual material that visually depicts a child younger than 18 years of age at the time the image of the child was made who is engaging in sexual conduct, including a child who engages in sexual conduct as a victim of an offense.

C. Scheduling the Eligibility Interview

1. When HCVs become available, eligibility interviews will be scheduled for the applicants at the top of the waiting list.
2. Applicants will receive written notification of the eligibility interview by mail. When time and contact information is available, courtesy phone calls and emails may be extended. Written notification will contain the following information:
    a. Location, date and time of the interview
    b. Instruction and time frame to contact the HASA if unable to attend the scheduled interview
    c. Literacy requirements with instructions to contact the HASA office if other arrangements are necessary.
    d. Reminder to continue to renew the online application every six months from the date of application until rental assistance has begun.
    e. A list of all documentation required to determine eligibility for each household member
3. If the applicant fails to attend the scheduled eligibility interview, they have three business days to contact the HASA office before their application is removed from the HCV waiting list.

D. Screening for Suitability

1. The HASA will complete a criminal background check (CBC) on all household members of an applicant family who are 18 years of age or older. CBC's will be conducted according to the HASA's **Criminal Screening Policy**. An arrest for any deniable criminal offense will be investigated further for a pattern of behavior consistent with a lack of rehabilitation or the expectation that the behavior is current and/or will occur in the future.
2. In the event of receipt of any unfavorable information regarding the conduct of the applicant or a household member of an applicant family, the HASA will give consideration to the time, nature, and extent of applicant's conduct and to factors that might indicate a reasonable probability of favorable future conduct or financial prospects in determining eligibility. Factors to be considered will include:
    a. Evidence of rehabilitation;
    b. Evidence of applicant family's participation or willingness to participate in social service or other appropriate counseling service programs and the availability of such programs;
    c. Evidence of the applicant's willingness to attempt to increase family income and the availability of training or employment programs in the locality.
    d. Willingness to exclude a family member who falls into one of the categories above.
    e. Evidence that criminal activity relates to a domestic violence situation. See **Violence Against Women Act Policy**, which is incorporated into the policy by reference.
3. The HASA may, where a statute requires that the HASA prohibit admission for a prescribed period of time after some disqualifying behavior or event, choose to continue that prohibition for a longer period of time.
4. Live-in aides
    a. At any time, the HASA may refuse to approve a particular person as a LIA, or may withdraw such approval, if:

i. The person has committed or commits any of the behaviors/crimes listed in Section IX. B. Additional HASA/HUD Eligibility Criteria.

ii. The person currently owes rent or other amounts to the HASA or to another PHA in connection with HCV or Public Housing assistance under the 1937 Act.

b. The HASA may approve a request for a LIA as a reasonable accommodation for an elderly person, a near elderly person, or a person with disabilities, subject to all of the following being met:

i. The need for a LIA is verified by the family member's medical doctor, psychiatrist, or licensed physical therapist.

ii. The family selects a LIA qualified to provide the services stipulated on the medical verification form received from the family's physician.

c. The LIA selected by the family, and all family members accompanying the LIA, if applicable, meet all of the following HASA screening requirements:

i. Executes release forms for verifications of all screening requirements;

ii. Is not now, and has not for at least one year, been a member of the family's household or listed on a lease of the family requesting approval of the LIA, unless the HASA grants approval for an extenuating circumstance;

iii. Has never been an adult member of a household that was evicted from public housing or had other housing assistance terminated by this or any other HA;

iv. Is a U.S. citizen or has eligible immigration status;

v. Has not been banned from the HASA property currently or historically;

vi. Is not a sex-offender with a lifetime registration requirement;

vii. Has no drug related or violent criminal history;

viii. Has no history of destruction of property or disturbance to neighbors;

ix. Is not responsible for support of the person for whom they will be providing services; and

x. Would not be living in the unit except to provide LIA services.

E. Other Admission Requirements-Debts Owed to PHAs

1. Applicants to the HCV Program must be free of any debts to the HASA or any other housing authority before being admitted to the program.

2. Families participating in the HASA rental assistance programs may not be indebted to the HASA or another housing authority as a result of unreported income, overpaid assistance, utility reimbursement over-subsidy, vacancy loss, damages, and/or unpaid rental claims. In some instances, participants may be permitted to repay their debt in installments.

F. Former Program Participants

The record of former HCV participants will be researched for possible program violations. The following violations are grounds for denial of admission:

1. Violation of any Family Obligation while previously participating in the HCV Program, as set forth in 24 CFR 982.551 as amended. An exception may be granted if the family member who violated the Family Obligation is not a current member of the household.

2. No family member may have committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program.
3. The family must have paid any outstanding debt owed to the HASA, any other housing authority, or an Owner/Property Manager as a result of prior participation in any Federal housing program.
4. Families entering the HCV Program from the HASA conventional housing programs must be in good standing under the terms of the HASA lease. The rent and other payments due under the lease must be current, and there must be no evidence of lease violations that would constitute grounds for termination.
5. Families assessed a debt to the HASA, prior to the HCV HAP Contract being executed on their behalf will be required to pay the public housing debt in full. If a family is unable to pay a debt in excess of $500, the family may be offered the opportunity to enter into an agreement to repay the amount owed. Under such an agreement, the HASA will require a minimum payment of 25% of the debt at the execution of the agreement, and offer the family a promissory note to repay the remaining balance within 12 months. Failure to make payments under the agreement is grounds for program termination.
6. No family member may have been evicted from public housing for non-payment of rent within the most recent 60 months (5 years).

SECTION X: VERIFICATIONS

A. General Policies

1. Verification is required for all information related to admission, annual reexamination, interim reexamination, transfer, and any other changes in occupancy. Applicants must cooperate fully in obtaining or providing the necessary verifications. Once an applicant has attended a preliminary briefing, and no earlier than 120 days prior to being offered a housing voucher, the HASA will begin to verify the following items:
    a. Family composition and type
    b. Social Security numbers of all household members
    c. Citizenship or eligible immigration status
    d. Annual income
    e. Assets and asset income
    f. Deductions from income
    g. Any other information provided during applicant screening
2. Verification procedures will be modified, as needed, to accommodate persons with disabilities.
3. The HASA will use HUD’s verification hierarchy when verifying each household’s income, assets, deductions, and expenses. The HASA will access the EIV system and obtain an Income Report for each household during annual recertifications.
4. Applicants/Participants will not be charged for any cost related to verification of information.
5. Consent Forms: Applicants must cooperate fully in obtaining or providing the necessary verifications.
    a. All adult applicants must sign the HASA’s Authorization for the Release of Information. This form authorizes the HASA and/or HUD to obtain any information from any Federal, State, or local agency, organization, business, or individual for the purpose of verifying identity and marital status, employment income, welfare income, assets, residence and rental activity, medical or child care allowances, credit, and criminal activity to be used in determining eligibility and level of benefits under HUD’s assisted housing programs.

b. All adult applicants must sign form HUD-9886, Authorization for Release of Information. This form authorizes the HASA and/or HUD to obtain information directly from current and previous employers and financial institutions, and indirectly using automated data collection and computer matching of information sent to HUD from the Social Security Administration (SSA) and the IRS for the purpose of verifying earned, unearned, and unemployment income to be used in determining eligibility and level of benefits under HUD’s assisted housing programs.

c. If any family member who is required to sign a consent form fails to do so, the HASA will deny admission to applicants and terminate assistance of existing participants. The family may request an informal hearing in accordance with this policy.

6. The HASA is authorized by HUD to use five methods to verify family information in the following order of priority:

   a. Up-front Verification (required whenever available)

   b. Third-Party Written Verification

   c. Third-Party Oral Verification

   d. Review of Documents

   e. Self-Certification

7. When up-front verification is not available, the HASA will diligently seek third-party verifications 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 manner. **[24 CFR 960.259(c)(1)]**

8. The HASA will document the reasons when the HASA uses a lesser form of verification than third-party.

9. Third-Party Verification is not required when:

   a. Legal documents are the primary source, such as birth certificates or other legal documentation of birth, court-orders, etc.

   b. The HASA will accept a self-certification from a family as verification of assets disposed of for less than fair market value.

   c. The HASA will use review of documents instead of third-party verification when the market value of an asset is less than $500 annually and the family has original documents that support the declared amount.

   d. It is known that an income source does not have the authorization or ability to provide written or oral third-party verification (e.g., the source’s privacy rules prohibit the source from access to or disclosing information). The HASA will rely on viewing of documents in this type of situation.

   The HASA will determine that third-party verification is not available when there is a service charge for to verify an asset or expense and the family has original documents that provide the necessary information. If the family cannot provide the original documents, the HASA will pay the service charge required unless it is not cost effective. (Cost of postage and envelopes to obtain third-party verifications is NOT considered unreasonable cost.)

10. Self-Certification

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

   b. The self-certification must be made in a format acceptable to the HASA and must be signed by the family member whose information or status is being verified.

c. Specifically, in regards to self-certification for Real Property Ownership (24 CFR 5.618 (b)(2)) in accordance with HOTMA provisions to be implemented on 01/01/2025; prior to HOTMA implementation, the HASA requires third-party verification for all assets and/or to follow the hierarchy stated above:

    i. PHA may rely upon self-certification from the family at both admission and reexamination stating that they do not have any present ownership in any real property.

    ii. If a family declares present ownership in real property, PHA will seek third-party verification of the following, as applicable: (1) whether or not the family has the legal right to reside in the property; and (2) whether or not the family has the effective legal authority to sell the property; and (3) whether or not the property is suitable for occupancy by the family as a residence.

    iii. In the case of a family member who is a victim of domestic violence, dating violence, sexual assault, or stalking, the PHA must comply with the confidentiality requirements under 5.2007.

d. Specifically, in regards to self-certification of net family assets equal to or less than $50,000 (adjusted annually for inflation) (24 CFR 5.603; 5.609; 5.618) in accordance with HOTMA provisions to be implemented on 01/01/2025; prior to HOTMA implementation, the HASA requires third-party verification for all assets and/or to follow the hierarchy stated above:

    i. The HASA will accept a family's self-certification of net family assets equal to or less than $50,000 (adjusted annually for inflation) and anticipated income earned from assets without taking additional steps to verify accuracy, at admission only.

    ii. The HASA will require third party verifications of all net family assets at each reexamination after admission.

e. Certifications must be signed in the presence of a HASA representative.

11. Verification Documents

    a. Any family-supplied documents used for verification must be originals, not photocopies, which are no more than 60 days old.

    b. Documents must be legible, and must not be altered or damaged in any way, including stained or soiled.

    c. The HASA will accept a document dated up to six months before the effective date of the family's re-examination if the document represents the most recent scheduled report from a source (e.g., if the holder of a pension annuity provides semi-annual reports).

    d. Print-outs from Internet pages are considered original documents.

    e. Staff members who view an original document must make a photocopy, annotate the copy with the name of the person who provided the document and the date the original was viewed, and sign the copy.

    f. Family self-certifications must be made in a format acceptable to the HASA and must be signed in the presence of a HASA representative.

    g. Forms of verification may include, but are not limited to:

        i. EIV system (available for participants only)

        ii. The Work Number/Equifax, IRS Tax Returns, OAG-Child Support Division, or any other database available to HUD and/or the HASA.

        iii. HASA verification forms, income/account/provider history print outs, check stubs, emails, notarized written statements, etc., received directly from the third-party verifier via email, fax, mail, or other direct and reliable means. HASA verification forms must be signed and dated by the verifier and include title and contact information.

iv. HASA verification forms, income/account/provider history print outs, check stubs, emails, notarized written statements, etc., received from the family and NOT directly from the third-party verifier. HASA verification form information must be verified verbally with the third-party verifier.

v. Letters, provider statements, face-to-face interview or phone verification with third party verifier.

vi. Participant declaration.

12. 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 the HASA followed all of the HASA's policies and procedures for verification. The documentation should allow a staff member or HUD reviewer to understand the process followed and conclusions reached.

13. Currently, the HASA third-party verifies all income for the family annually; however, the income of a family on fixed or partially fixed income may be third-party verified every three years. The HASA has, at its discretion, the choice to use the streamlined income determination process in calculating the fixed income until the third year, in which all family income will be third-party verified.

14. Age of Verifications

    a. Only verified information that is less than 120 days old as of the interview date may be used for certification or re-certification.

    b. Verified information that is more than 120 days old as of the interview date must be re-verified before the family is housed.

    c. Verified information not subject to change, such as birth dates, need not be re-verified at reexamination.

15. All information provided to the HASA relating to incidents of violence, including domestic violence, dating violence, sexual assault or stalking, will be retained in confidence by the HASA and will not be entered into any shared database or disclosed to a related entity, except to the extent that the disclosure is (1) requested or consented to by the individual in writing, (2) required for use in an eviction proceeding or termination of assistance, or (3) otherwise required by applicable law.

B. Social Security Numbers (24 CFR 5.216, 5.218)

1. Applicant families are required to disclose the SSN for all family members and provide an original Social Security card prior to admission to the HCV Program. In accordance with HOTMA provisions to be effective 01/01/2025, the PHA must attempt to gather third-party verification of SSNs prior to admission as listed above, but the PHA will also have the option to accept a self-certification and a third-party document (such as a bank statement, utility bill, or benefit statement) with the applicant's name printed to satisfy the SSN disclosure requirement if the PHA has exhausted all other attempts to obtain the required documentation.

    a. If the HASA uses this option for verification of the SSN, the PHA must document why the other SSN documentation was not available.

    b. If the SSN becomes verified for the tenant in EIV, then no further verification is required.

    c. If the SSN for the tenant fails the EIV identity match, the PHA must obtain a valid SSN card issued by the Social Security Administration or an original document issued by a federal or state government agency that contains the name of the individual and the SSN of the individual, along with other identifying information. The tenant's assistance must and will be terminated if they fail to provide this required documentation.

2. If a family member does not have the original Social Security card issued by the SSA, the HASA will accept photo identification and verification of the number from the Social Security office.

3. If an applicant family adds a child under the age of six years within the six-month period prior to the date of voucher issuance, verification of the child's SSN must be supplied no later than 90 days from the effective date of the HAP contract. If the applicant family fails to provide the SSN for the child, and the HASA determines that the failure was due to circumstances beyond the family's control, one additional 90-day extension must be granted. If the applicant family fails to comply with the applicable SSN disclosure, documentation, and verification requirements within the allotted time frame, the applicant family must be denied for the HCV Program. **24 CFR 5.218**

4. If a participant requests to add a new household member who is at least 6 years of age, or is under the age of 6 and has an assigned SSN, the participant must disclose the SSN for the new household member and provide the original Social Security card before the new household member may be added to the household. The HASA will further utilize the policy stated above under (1) in application to this circumstance as well.

5. If a participant requests to add a child who is under the age of six years and has NOT been assigned a SSN, the participant must disclose the SSN for the child and provide the original Social Security card within 90 days of adding the child to the household. If the participant fails to provide the SSN and required documentation, and the HASA determines that the failure was due to circumstances beyond the family's control, one additional 90-day extension must be granted. If the participant fails to provide the SSN and required documentation within the allotted time frame, the participant family will be terminated from the HCV Program.

6. The HASA will create an alternate ID (ALT ID) in IMS/PIC prior to HOTMA implementation on 01/01/2025; upon full HOTMA implementation, the HASA will create the ALT ID in HIP for those who have not been assigned an SSN.

C. Citizenship Verification

Verification of citizenship or eligible immigration status will be carried out in accordance with the HASA's **Verification Procedures**.

1. In the case of a "Mixed Family" applicant, a member who is a non-citizen not claiming to have eligible status must sign, or must have another family member sign, a certification that they do not have eligible status.

2. If no family member is determined to be either a citizen or an eligible immigrant, the family will be denied assistance.

3. Restrictions on Denial, Delay, or Termination of Assistance: Assistance ***may not*** be denied or delayed (or in case of reexaminations, reduced or terminated) on the basis of immigration status if:

    a. Verification requests were submitted to the HASA in a timely manner, but the Department of Homeland Security (DHS) has not completed the process.

    b. The family member for who required evidence has not been submitted has moved from the assisted unit (applicable to reexaminations).

    c. The family member who is determined not to be eligible following the verification process has moved from the assisted unit (applicable to reexaminations).

    d. The DHS appeals process has not been completed. **(24 CFR 5.514)**

    e. Assistance is prorated according to **24 CFR 5.520** for a mixed family.

    f. Assistance for a mixed family is continued in accordance with **24 CFR 5.516 and 5.518** (applicable to reexaminations).

    g. Deferral of termination of assistance is granted in accordance with **24 CFR 5.516 and 5.518** (applicable to reexaminations).

    h. The informal hearing process has not been completed. **(24 CFR 5.514)**

4. Denial or Termination of Assistance: Assistance ***shall be*** denied (or in case of existing participants, terminated) if:
    a. Evidence of citizenship and eligible immigration status is not submitted by the family within the required time frame or within any extension granted.
        i. Extensions may be granted, in writing, for no more than 30 days.
        ii. Denial of extensions will also be in writing with reasons provided.
    b. Evidence of citizenship and eligible immigration status was timely submitted, but DHS verifications do not verify eligible immigration status, and
        i. The family does not pursue DHS appeal or informal hearing rights, or
        ii. The DHS appeal and informal hearing rights are pursued, but final decisions are against the family.
    c. The HASA determines that a family member has knowingly permitted another ineligible individual to reside, on a permanent basis, in the assisted unit without the HASA's knowledge and without the assistance having been prorated. In such cases, termination will be for at least three years.
5. Notice of Denial (or termination): The HASA will send the Notice of Denial/Termination to the applicant informing them of the following:
    a. Assistance will be denied or terminated and give the reason.
    b. The family may be eligible for prorated assistance.
    c. The criteria and procedures for obtaining relief under the provisions for preservation of families (for participants).
    d. The family has a right to appeal the DHS results and submit additional documentation supporting the appeal.
    e. The family has a right to request an informal hearing with the HASA, either upon completion of the DHS appeal or in lieu of the DHS appeal.
    f. For applicants, the assistance may not be delayed until the conclusion of the DHS appeal, but may be delayed during the pending of the informal hearing process.
6. Appeal to DHS
    a. After the HASA notifies the family of the results of the DHS verification, the family has 30 days to file an appeal by sending the following to DHS:
        i. A cover letter indicating their request for an appeal of the verification results.
        ii. Any additional documentation supporting the appeal and a copy of the verification request form used to process the secondary verification.
    b. The family must provide the HASA with a copy of the written request and proof of mailing.
    c. Within 30 days of receipt of the request, DHS will render a decision or notify the family of the reason for any delay.
    d. The family must provide a copy of the DHS appeal decision to the HASA within 40 days of the mailing date of the appeal request. If the appeal results in a final ineligibility determination and the family has not already exercised its right to an informal hearing, the HASA will remind the family of that right.
7. Informal Hearing
    a. The family may request a hearing in lieu of a DHS appeal or following it.

   b. If the family does not wish to appeal to the DHS, the family must request the informal hearing within 30 days of receiving the HASA's Notice of Denial/Termination based on ineligible immigration status verified by the DHS.

   c. If the family has appealed to DHS, then the family must request the hearing within 30 days of receiving the DHS appeal decision.

   d. The hearing will be conducted according to the HASA's informal hearing procedure as outlined in the next section.

   e. The HASA will provide the family with a written final decision and the reasons for that decision, based solely on the facts presented at the hearing, within 14 days of the date of the informal hearing.

8. Retention of documents: The HASA will retain, for a minimum of five years, all of the documents related to the DHS appeal or informal hearing process. **(24 CFR 5.514)**

SECTION XI: DENIALS AND INFORMAL REVIEWS

A. Grounds for Denial

1. If, within 60 days of the eligibility interview, the applicant has failed to submit the required documentation or to complete the required forms and certifications, the family will be determined to be ineligible. The applicant will be notified in writing and given the opportunity to request an informal review.

2. The HASA considers any case dispositions other than dismissal, pre-trial diversion or intervention contract, or acquittal, as evidence that the family member did engage in the criminal behavior. This includes deferred adjudication as reason for denial.

   a. If the applicant has entered into a pre-trial diversion or intervention contract, the applicant will be required to provide the official executed document to show the terms of the contract. The HASA will review and make final determination.

   b. If approved, with a pre-trial diversion or intervention contract, the applicant will be placed on a Criminal Background Check (CBC) hold for the term of the contract where official eligibility will not be determined until completion of the contract or adjudication if the contract is void because of violation. The caseworker will monitor on a bi-monthly basis the status of the case.

      i. The applicant will be required to meet all other eligibility requirements, i.e., providing all required documents, keeping the application up to date, reporting changes, etc. during the CBC hold. Failure to do so will result in other denial or drop from the waiting list.

      ii. Once the term of the contract is expired and the charge is dismissed, the applicant will be certified again and eligibility will be reviewed as of that date. The HASA reserves the right to deny if the applicant has subsequent violations.

3. Admission will automatically be denied to the persons listed below. Unless otherwise specified, the denial period will be three years from the respective offense date.

   a. Applicants who fail to meet the eligibility criteria outlined in this policy.

   b. Applicants who fail to sign or submit required consent forms.

   c. Persons who have been evicted/terminated from any federally-assisted housing program because of drug-related criminal activity, and the eviction/termination date is within three years of the original preliminary briefing date. This may be waived by the HASA if:

      i. The person demonstrates successful completion of a rehabilitation program approved by the HASA.

ii. Circumstances leading to the eviction no longer exist, (e.g., the individual involved in the drug-related activity is no longer in the household due to death or imprisonment.

d. Persons engaging in illegal use of a drug if:

i. The HASA determines that any household member is currently engaged in the use or selling of a prescribed controlled substance and/or illegal drug. A household member is "currently engaged in" the criminal activity if the person has engaged in the behavior recently enough to justify a reasonable belief that the behavior is current. The HASA defines “recently enough” to include the most recent six months.

ii. The HASA determines that it has reasonable cause to believe that a household member's illegal use or pattern of illegal use of a prescribed controlled substance and/or illegal drug may threaten or has threatened the health, safety, or right to peaceful enjoyment of the premises by other residents. “Reasonable cause” may include, but is not limited to, credible reports from any source.

e. Persons convicted of drug-related criminal activity, other than manufacture, production, or delivery of a controlled or illegal substance.

f. Persons convicted of manufacture, production, or delivery of a controlled substance or an illegal street drug. These persons are prohibited from admission for 7 years from the offense date.

g. Persons convicted of manufacture or production of methamphetamine on the premises of federally assisted housing. These persons are permanently prohibited from admission.

h. Persons subject to a lifetime registration requirement under a State Sex Offender Registration Program. These persons are permanently prohibited from admission.

i. Persons convicted of crimes involving physical force, such as murder, robbery, assault and battery through the use of a weapon, aggravated assault, and domestic/family violence (as the perpetrator). Persons convicted of murder are prohibited from admission for 10 years from the offense date.

j. Persons convicted of any crimes involving the use of weapons against persons or property.

k. Persons convicted of crimes that threaten the peace, health, and/or safety of others. Such crimes include, but are not limited to, voluntary manslaughter, involuntary manslaughter, kidnapping, mayhem, burglary, arson, terrorist threats and prostitution. Definitions of these crimes can be found in Section XXVII. Persons convicted of voluntary manslaughter are prohibited from admission for 10 years from offense date. Persons convicted of involuntary manslaughter are prohibited from admission for 5 years from offense date.

l. Persons who have demonstrated a pattern of alcohol abuse that may threaten the health, safety, or right to peaceful enjoyment of the premises by other participants.

m. Persons who have committed fraud, bribery, or any other criminal act in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived therefrom.

n. Persons who were terminated during a previous admission due to moving out of the assisted unit/skipping without notifying the HASA and obtaining permission.

o. Persons who previously gave up assistance without providing a 30-day notice to the HASA and Owner/Property Manager.

p. Persons who were terminated during a previous admission due to a legal eviction.

q. Persons who were terminated during a previous admission due to HQS/NSPIRE violations.

r. Persons who owe the HASA from a previous admission. These persons are ineligible for assistance until the balance is paid.

s. Persons who owe another PHA. These persons are ineligible for assistance until the balance is paid and confirmation is received from the other PHA.

t. Persons who owe an Owner/Property Manager from a previous admission. These persons are ineligible for assistance until the balance is paid, and proof of payment is received by the HASA. If the family wishes to dispute Owner/Property Manager charges, they must do so with Owner/Property Manager.

u. Persons terminated during a previous admission due to any other violation of the HASA's Rules and Procedures and/or Obligations of the Family.

B. Informal Reviews (24CFR 982.554)

Regulations provide for an informal review for applicants and informal hearing for participants. The HASA has chosen to use the same procedure for reviews as for hearings, with the exception of an over income determination.

1. The HASA will give an applicant for participation prompt notice of a decision denying assistance to the applicant. The notice will contain:

    a. The specific reasons and the citations (CFRs, HASA Administrative Plan, Rules and Procedures, and/or Obligations of the Family) upon which the HASA based their decision.

    b. A statement advising the applicant of any right to request an informal review of the decision, the Informal Review Request form, if applicable, and instructions on how to complete the request.

    c. A statement giving the applicant the option to be immediately removed from the HCV wait list and re-apply in an effort to reduce the wait time for the next available voucher, and to provide time to resolve the reason for the denial.

    d. VAWA information

    e. RA information

2. The review will be conducted by a person other than the person who made the original decision to deny a voucher. The purpose of the review is to determine whether the original decision was a correct one. The review will be conducted according to the HASA's Informal Review/Hearing Procedures.

    a. The applicant will be given an opportunity to present written and/or oral objections to a Hearing Officer.

    b. The Hearing Officer will consider all evidence presented, and determine if the denial should be upheld or overturned. The applicant and the HASA will receive written notification of the findings supporting the final decision within 10 days of the informal review.

3. **When an informal review is not required**: The HASA is not required to provide the applicant an opportunity for an informal review for any of the following:

    a. Discretionary administrative determinations by the HASA.

    b. General policy issues or class grievances.

    c. A determination of the family unit size under the HASA subsidy standards.

    d. A HASA determination not to approve an extension or suspension of a Voucher term.

    e. A HASA determination not to grant approval of the tenancy.

    f. A HASA determination that a unit selected by the applicant is not in compliance with current inspection standards be it HQS or NSPIRE.

g. A HASA determination that the unit is not in accordance with HQS/NSPIRE because of the family size or composition.

SECTION XII: VOUCHER ISSUANCE

A. Occupancy Standards

1. Eligible families will be issued a Housing Choice voucher based on the HASA's subsidy standards. Units shall be occupied by families of the appropriate size. The living area can be considered a sleeping area.

Minimum and Maximum Number of Persons per Unit Standard

Voucher Bedroom Size	Minimum No. in Household	Maximum No. in Household
0-Bedroom	**1**	**1**
1-Bedroom	**1**	**2**
2-Bedroom	**3**	**4**
3-Bedroom	**5**	**6**
4-Bedroom	**7**	**8**
5-Bedroom	**9**	**10**

2. The following principles govern the voucher size that a family will be issued. Generally, two people are expected to share each bedroom, except that vouchers will be assigned so that:

   a. Exceptions to the largest permissible voucher may be made in case of reasonable accommodations for a person with disabilities.

   b. An unborn child will not be counted as a person in determining voucher size. A single pregnant woman may be assigned to a one-bedroom unit. In determining unit size, the HASA will count a child who is temporarily away from the home because the child has been placed in foster care, kinship care, or is away at school.

   c. A bedroom may be allocated for an approved LIA to provide continuous medical assistance to a disabled family member. No space will be considered for the LIA's family.

   d. The HASA is required to determine the eligibility of the household for a LIA, and that the LIA continues to be able to meet the needs of the person with a disability on an annual basis. LIAs are required to attend the annual recertification appointments with the HOH. The HASA shall notify the family of the decision to approve or deny the LIA in writing within 10 business days from the date all required documentation is received.

   e. A bedroom will not be allocated to house furniture or medical equipment unless it is verified as necessary for a participant with a disability. The HASA will conduct an inspection to determine that the size and type of medical equipment verified warrants an additional bedroom. For example, a participant will not be approved for an extra bedroom to house a wheelchair or an oxygen concentrator.

   f. In the HCV Program, the living room may be used as a sleeping room.

3. The Local Housing Code of two persons per bedroom will be used as the standard for the smallest voucher a family may be assigned. The HASA will make the case that such occupancy levels will not have the effect of discriminating on the basis of familial status.

4. Other than as a reasonable accommodation for someone with a disability and except for an applicant who is receiving a bridge voucher from the Rapid Rehousing Program preference, the largest ~~unit~~ voucher size that a family may be offered would provide no more than one bedroom per every two (2) family members, taking into account family size and composition.

    a. In regards to an applicant receiving a voucher from the RRHP referral, the HASA may allow the household to remain in the unit they qualified under for RRHP even if the voucher/unit size conflicts with the voucher standards within this policy. As long as the RRHP applicant qualifies for the requested rent on the unit, this family may be allowed to stay in the larger unit to eliminate the higher possibility of reoccurring homelessness in the family who is receiving case management.

    b. If such RRHP family does not qualify for the rent on the larger unit, normal voucher/unit standards will apply as outlined in this policy.

    c. In addition, this provision is only to allow the family to stay in the larger unit. This does not guarantee a higher subsidy amount in order to stay. The voucher size will be given according to normal standards, i.e. two family members per room and if the family still qualifies for the larger unit size, this would be permissible.

5. Under the HCV Program, the family may select a smaller unit, provided that the unit has at least one living/sleeping room for every two people. The family may also choose to select a unit no more than one bedroom size larger, although they will be subsidized based on the cost of the smallest unit for which they qualify. The HAP is based upon the lower of the payment standard for the family unit size or the payment standard for the size of the unit rented by the family.

B. Issuing Vouchers

1. When all necessary verifications have been received and the HASA has determined that the family is eligible to receive a voucher, a notice will be sent to the family advising them of the date of the next certification meeting. In order to receive a voucher, the applicant must attend one of these meetings.

    For families headed by persons with disabilities, the certification meeting may be conducted at the applicant’s home or at some other accessible location. Applicants requiring this accommodation must request it at the time they receive the meeting notice.

2. Before receiving a voucher, all applicants are required to attend a certification meeting, during which the operation of the program and the responsibilities of the family and the Owner/Property Manager will be explained. The meeting will include an explanation of where a family can live and portability. All families will receive information on the advantages of moving to an area that does not have a high concentration of poor families.

3. All voucher holders will receive a Certification Folder, which includes all of the information required by 24 CFR 982.301 (b):

    a. The term of the voucher and the HASA policy on any extensions or suspensions of the term. If the HASA allows extensions, the packet must explain how the family can request an extension.

    b. How the HASA determines the amount of the HAP for a family, including:

        i. How the HASA determines the payment standard for a family, and

        ii. How the HASA determines the total tenant payment for a family.

    c. How the HASA determines the maximum rent for an assisted unit.

    d. A map of the HASA's jurisdiction showing areas with housing opportunities and other housing market information. For a family that qualifies to lease a unit outside of the HASA jurisdiction under portability procedures, the information packet must include an explanation of how portability works.

e. The HUD-required "Tenancy Addendum" (form HUD-52641-A) that must be included in the lease.

f. The Request for Tenancy Approval (RFTA) (form HUD-52517), and an explanation of how to request such approval.

g. A statement of the HASA policy on providing information about a family to prospective Owners/Property Managers.

h. HASA subsidy standards, including when the HASA will consider granting exceptions to the standards.

i. The HUD brochure on how to select a unit.

j. Information on Federal, State, and local equal opportunity laws, and a copy of the Housing Discrimination Complaint Form.

k. A list of Owners/Property Managers or other parties known to the HASA who may be willing to lease a unit to the family or help the family find a unit.

l. Notice that if the family includes a disabled person, the family may request a current listing of accessible units known to the HASA that may be available.

m. Family obligations under the program, including any obligations of a WTW family.

n. Grounds for which the HASA may terminate assistance.

o. HASA informal hearing procedures.

p. VAWA forms HUD-5380 Notice of Rights and HUD-5382 Certification of Domestic Violence.

4. Families who are issued WTW vouchers will be provided separate briefing materials, both orally and in writing, of the family obligations under the program, and that willful and persistent failure to meet the family obligations is grounds for the HASA's denial of admission or termination of assistance. If a WTW voucher is not available, the family will be issued an HCV.

5. Families who are issued NED vouchers will be provided separate briefing materials, both orally and in writing, with an emphasis on assistance in locating appropriate housing in the community. If a NED voucher is not available, the family will be issued an HCV.

C. Term of the Voucher

1. Applicant vouchers are issued for an initial term of 60 days.

2. If, at the end of 60 days, the voucher holder has not submitted a RFTA, the voucher will expire, unless the family has requested and received approval for an extension. If the voucher expires prior to the submission of a voucher extension request, the applicant family will be removed from the waiting list.

3. Extensions will be approved only for good cause, including, but not limited to, illness or hospitalization during the initial 60 days, difficulty in locating units suitable for large families or persons with disabilities, or accommodating special needs of the family, and only if funding allows.

4. Extensions are for 30 days only. If the extended voucher expires prior to the submission of a second voucher extension request, the applicant family will be removed from the waiting list.

5. A maximum of two extensions will be given unless the request for further extension is verified to be related to a disability, which has prevented the applicant from using the voucher sooner. If the applicant family has exhausted their extension options, and the voucher expires, the applicant family will be removed from the waiting list.

6. If funding allows, the HASA will provide a full 120 days on an initial voucher for applicants with disabilities to find suitable housing. No further extensions will be given except as a reasonable accommodation on a case-by-case basis.

7. The HASA will suspend the term of the voucher upon receipt of the RFTA.
8. RFTA's are accepted at any time prior to the voucher's final expiration date. If the voucher expires prior to the submission of a RFTA, the applicant family will be removed from the waiting list.
9. Upon receipt of the RFTA, the applicant/participant may not request a different unit unless the unit is not approved by the HASA, or the Owner/Property Manager withdraws participation.
10. If, after the initial or follow-up inspection, the unit is approved, a HAP contract is executed on behalf of the family.
11. If the unit is not approved, consideration will be given as to whether there is sufficient time remaining under the initial term for the family to locate another unit, or whether an extension is needed.
12. No extensions beyond 120 days will be given except as a reasonable accommodation to an applicant with a verified disability on a case-by-case basis.
13. If funding becomes insufficient during the term of the voucher, the voucher may be rescinded and the applicant will be placed back on the waiting list according to the date/time of their original application. Those who have had their voucher rescinded will receive first priority for voucher re-issuance as soon as funding is restored. Depending on the length of time, additional applicant screening and updated verifications may be necessary.

D. Assistance to Families Subjected to Illegal Discrimination

1. Families who believe that they have been subjected to illegal discrimination during their search for housing are directed to report the occurrence to the HASA. The HASA, in conjunction with the local city or State Fair Housing representatives, will investigate the complaint and take whatever action is determined appropriate.
2. Families who have been subjected to illegal discrimination, and have reported the occurrence to the HASA, will be eligible to receive an extension to the maximum 120 days.

SECTION XIII: HOUSING SEARCH / PORTABILITY

A. Housing Types

1. Generally, for inclusion in the HCV Program, the unit must have a living room, a kitchen, and a bathroom for the exclusive use of the family, and must be able to be used and maintained without unauthorized use of other private properties.
2. Any private rental unit, including a manufactured home, for which HQS/NSPIRE and program rent requirements are met, and the Owner/Property Manager is willing to participate in the program, is an eligible unit.
3. Leasing in place: If the dwelling unit is approvable, a family may select the unit in which they are currently residing.
4. The HASA will not approve the use of shared housing, congregate housing, group homes, or single room occupancy units in its HCV Program, unless the use of such housing is necessary to provide reasonable accommodation for a person with disabilities.
5. The HASA will not approve a unit if the Owner/Property Manager is the parent (including step-parent), child (including step-child), sister (including step-sister), or brother (including step-brother), grandparent or grandchild of any member of the assisted family, unless the HASA determines that approving the unit would provide a reasonable accommodation for a family member who is a person with disabilities.
6. Freedom of choice: The HASA may not directly or indirectly reduce the family's opportunity to select among all available eligible units.

B. Portability

1. Any applicant family who is living in the HASA's jurisdiction when they apply for the HCV Program will be permitted to port out when they receive a voucher, as long as they can prove residency in the HASA's jurisdiction. The HASA will accept a copy of the applicant's current lease verifying their address in the HASA's jurisdiction as proof of residence when they applied.
2. Families who apply for the HCV Program from a location outside of the HASA's jurisdiction must live in the HASA's jurisdiction for one year before they will be eligible to port out.
3. Existing voucher holders may request portability to move anywhere in the United States and Puerto Rico providing the area has a PHA with an HCV Program covering the area. Families must notify the HASA in writing when they want to move out of the HASA's jurisdiction using the portability feature.
4. A portability voucher will be issued to the family giving 60 days for them to contact the receiving HA (RPHA), locate a suitable unit, and lease up in that jurisdiction.
5. A 30-day extension may be granted for the following reasons:
    a. The family changes the HA where they wish to port to AND has 30 days or less on their original port voucher from the HASA.
    b. At the insistence of the RPHA.
6. A family may change the HA where they wish to port to no more than two times. However, the original voucher will only be extended one time regardless of the number of days left when the family chooses the third HA.
7. If the family fails to lease up in a RPHA's jurisdiction and they have time left on their HASA voucher, they may choose to remain in the HASA's jurisdiction. If they have not vacated their unit, their assistance will continue without interruption with approval from their landlord. If the landlord will not approve for the family to remain in the unit OR the family has vacated their unit, they will receive a RFTA packet and will have the remaining time on their original voucher to search for a local unit.
8. If the family has vacated the unit and the time on the original portable voucher has expired, the family will not be permitted to reclaim their voucher. They must reapply and be added to the HCV wait list.
9. The HASA will have no more involvement with the family once the original HASA voucher expires, and the family will be "ported out" of the HASA.
10. These moves will be limited to one per year. Exception: Families who can provide documented proof of a life-threatening circumstance or a medical emergency that would cause them a hardship without relocating.
11. When a family wishes to move into the jurisdiction of the HASA with a voucher issued by another PHA, the HASA will absorb the participant into the program if there is sufficient funding available. If the funding is insufficient, the HASA will administer the voucher for the initial PHA until funding is available. Once funding is available, the participant will be absorbed into the HASA's program.
12. The PHA covering the area where a family wishes to move is called the receiving PHA (RPHA). If the RPHA cannot or will not absorb the porting family, the RPHA must bill the HASA as the initial PHA (IPHA) for the HAP and the HUD-approved percentage of the administrative fee.

C. Relocation of Witnesses and Victims of Crime

The HASA will provide HCV assistance for the relocation of witnesses in connection with efforts to combat crime in public and assisted housing. The HASA will accept written referrals from HUD for such cases. All referred applicants must meet HCV eligibility requirements before admission to the program.

D. Restrictions on Renting to Relative

Families may not lease a property owned by relatives, including step-relatives (i.e., sister, brother, mother, father, spouse, son, daughter, grandparent, etc.), as set forth in HUD regulations. Exceptions to restrictions on renting to relatives are made if a reasonable accommodation is required for the family and is approved by the Director of the HCV Program.

SECTION XIV: REQUEST FOR TENANCY APPROVAL

A. New Owners/Property Manager Documentation

All new Owners/Property Managers must provide the following documentation:

1. Tax identification letter
2. Social Security Card
3. Direct Deposit Agreement
4. Current government issued photo ID
5. IRS W-9 form with original signature
6. Copy of Warranty Deed
7. Copy of management agreement (for property management companies)
8. Completed RFTA-form HUD-52517
9. Copy of the proposed lease, including the HUD-prescribed Tenancy Addendum, form HUD 52641-A.

B. RFTA and the Rental unit

The RFTA contains important information about the rental unit selected by the family, including the unit address, number of bedrooms, structure type, year constructed, proposed rent amount, fuel types, utility/appliance responsibility, and the requested beginning date of the lease. This information is necessary for the HASA to determine if the assisted tenancy can be approved for this unit.

C. Rent Charged

Owners/Property Managers must certify the most recent amount of rent charged for the unit and provide an explanation for any difference between the prior rent and the proposed rent.

D. Owners/Property Managers Certification

Owners/Property Managers must certify that they are not the parent, child, grandparent, grandchild, sister, or brother, including step-relatives, of any member of the family, unless the HASA has granted a request for reasonable accommodation for a person with disabilities who is a member of the tenant household.

E. Lead-Based Paint Disclosure

For units constructed prior to 1978, Owners/Property Managers must complete and submit a Lead-based Paint Disclosure Statement disclosing any known presence of lead-based paint and lead-based paint hazards in the unit and on or around the exterior of the unit.

F. RFTA and Proposed Lease

1. Both the RFTA and the proposed lease must be submitted no later than the expiration date stated on the voucher.
2. The initial duration of the lease may not be less than one year.

G. RFTA Submission

When the family submits the RFTA to the HASA, it will be reviewed for completeness.

1. If any part of the RFTA is incomplete or if the proposed dwelling lease is not submitted with the RFTA, the HASA will notify the family and the Owner/Property Manager of the deficiencies. It is the sole responsibility of the Owner/Property Manager and the tenant to submit the required documentation timely and without omissions or errors. Failure to provide this documentation within the specified time frame and without errors will result in a denial of the RFTA.
2. Missing information and/or missing documents will only be accepted as original hard copies and in-person. The HASA will not accept missing information over the phone, but will accept some missing information by fax or email.
3. When the family submits the RFTA and proposed lease, the HASA will review the terms of the RFTA for consistency with the terms of the proposed lease. If the terms of the RFTA are not consistent with the terms of the proposed lease, the HASA will notify the family and the Owner/Property Manager of the discrepancies.
4. Corrections to the terms of the RFTA and/or the proposed lease will only be accepted as original hard copies in person. The HASA will not accept corrections by phone, but will accept some corrections by fax or email.
5. Because of the time sensitive nature of the tenancy approval process, the HASA will attempt to communicate with the Owner/Property Manager and family by phone, fax, or email. The HASA will use mail when the parties can't be reached by phone, fax, or email.
6. The family may only submit one RFTA at a time. If the initial RFTA is voided, a new RFTA will be provided to the family providing there is time left on the voucher.
7. Once the family has submitted a RFTA, they may not request a different unit unless the unit is not approved by the HASA or the Owner/Property Manager withdraws participation.

H. Disapproving an Owner/Property Manager:

1. The HASA may, at its administrative discretion, refuse to enter into a new HCV HAP contract with an Owner/Property Manager because:
    a. The Owner/Property Manager refuses, or has a history of refusing, to evict families for drug related or violent criminal activity, or activity that threatens the health, safety or right to peaceful enjoyment of the premises by tenants, HASA employees, Owners/Property Managers and their employees, or neighbors.
    b. The Owner/Property Manager has violated obligations under a HAP contract under Section 8 of the 1937 Act.
    c. The Owner/Property Manager has committed fraud, bribery, or any other criminal act in connection with any Federal housing program.
    d. The Owner/Property Manager has engaged in drug-trafficking.
    e. The Owner/Property Manager has a history or practice of non-compliance with the Uniform Physical Condition Standards (UPCS) for units leased under the tenant-based programs, or with applicable housing standards for units leased under project-based HCV assistance or any other Federal housing program.
    f. The Owner/Property Manager has a history or practice of renting units that fail to meet State or local housing code.
    g. The Owner/Property Manager has not paid State or local real estate taxes, fines, or assessments.
2. The HASA will not approve a unit owned by a specific Owner/Property Manager under the following circumstances:
    a. The HASA has been informed by HUD or another credible source that the Owner/Property Manager has been debarred, suspended, or subject to a limited denial of participation. (24 CFR 24)

b. If directed by HUD, because the Federal government has instituted an administrative or judicial action against the Owner/Property Manager that is pending, or the determination has been made that the Owner/Property Manager has violated the Fair Housing Act or other Federal equal opportunity requirements.

3. If the Owner/Property Manager is disapproved, the Owner/Property Manager and the voucher holder will be notified of the reason and given an opportunity to rectify any deficiencies.

4. If an Owner/Property Manager cannot or chooses not to rectify any deficiencies, the voucher holder will be given some time to find a different unit.

SECTION XV: HOUSING QUALITY STANDARDS AND UNIT INSPECTIONS

A. Acceptability Criteria

The HASA will use the acceptability criteria in the program regulations at 24 CFR 982.401.

B. Inspection Standards and Requirements

The HASA will adopt and implement the National Standards for the Physical Inspection of Real Estate (NSPIRE) effective 10/01/~~2024~~ 2025. At that time the HQS will be obsolete. Until 10/01/~~2024~~ 2025, the HASA will begin to cite deficiencies in preparation for NSPIRE's full implementation. In addition to the HQS, NSPIRE, and the City Codes, the HASA will require the following:

1. The HASA or its contractor will inspect each unit for compliance with HUD's HQS/NSPIRE:
   a. Within 15 days of the date the family and the Owner/Property Manager submit a RFTA for PHAs with up to 1250 budgeted units in its tenant-based program.
   b. For PHAs with more than 1250 budgeted units in its tenant-based program, the PHA will make every effort to inspect the unit within 15 days of the date the family and the Owner/Property Manager submit a RFTA. If not possible, the inspection will be completed within a reasonable time frame.
   c. The fifteen-day clock is suspended during any period when the unit is not available for inspection.
2. All utilities (electric, gas, and water) must be turned on for the inspection.
3. All units proposed for inclusion in the HCV program must be in compliance with HQS/NSPIRE prior to the beginning of the HAP Contract.
4. If the unit does not meet HQS/NSPIRE at the time of the inspection:
   a. The HASA will advise the Owner/Property Manager in writing of what repairs must be made to bring the unit into compliance.
   b. The Owner/Property Manager will be advised of the number of days the HASA will allow for the repairs to be completed. Depending on the type of repair, a maximum of 30 days may be provided.
   c. The HASA will schedule re-inspections as soon as possible after the Owner/Property Manager notifies the HASA that the work is complete.
   d. If the repairs are not made within 30 days, the unit will not be approved for inclusion in the program, and the voucher holder will be advised to look for another unit.
   e. The HASA shall not charge the family or Owner/Property Manager for initial inspections or re-inspections of units.

SECTION XVI: LEASE UP

A. Approving the Unit

1. The HASA may not give approval for the family of the assisted tenancy, or execute a HAP contract, until the HASA has determined that all the following program requirements are met:

    a. The unit is eligible.

    b. The unit has been inspected by the HASA and meets HQS/NSPIRE.

    c. The lease has been reviewed and includes the Tenancy Addendum and lead-based paint disclosures required in 24 CFR 35.92(b).

    d. The contract rent to Owner/Property Manager is reasonable.

    e. At the time a family initially receives tenant-based assistance for occupancy of a dwelling unit, and the gross rent of the unit exceeds the applicable payment standard for the family, the family share does not exceed 40 percent of the family's monthly adjusted income.

2. The HASA will promptly notify the family and the Owner/Property Manager whether the assisted tenancy has been approved.

3. If the HASA has given approval for the family of the assisted tenancy, the Owner/Property Manager and the HASA will execute the HAP contract.

B. The Housing Assistance Payments (HAP) Contract

1. The HASA will use best efforts to execute the HAP contract before the beginning of the lease term. The HAP contract must be executed no later than 60 calendar days from the beginning of the lease term.

2. The HASA may not pay any HAP to the Owner/Property Manager until the HAP contract has been executed.

3. If the HAP contract is executed within 60 calendar days from the beginning of the lease term, the HASA will pay HAP, in accordance with the terms of the HAP contract, to cover the portion of the lease term before execution of the HAP contract (a maximum of 60 days).

4. Any HAP contract executed after the 60-day period is void, and the HASA may not pay any HAP to the Owner/Property Manager. The HASA, at its discretion, may allow the Owner/Property Manager to execute a new HAP contract for the same unit. If the Owner/Property Manager chooses not to execute a new contract, the family will be issued another voucher and will be required to locate another unit.

5. Term of HAP contract.

    a. The term of the initial HAP contract must coincide with the term of the lease, including the beginning and ending dates. If the family will be receiving assistance for their current unit (leasing in place), and a lease is already in place for that unit, the family and the Owner/Property Manager must provide the HASA with a new lease, or at minimum, a lease addendum for the dates of the HAP contract.

    b. The HAP contract terminates if any of the following occurs:

        i. The lease is terminated by the Owner/Property Manager or the tenant.

        ii. The HASA terminates the HAP contract.

        iii. The HASA terminates assistance for the family.

    c. The HASA will generate a HAP contract addendum/amendment instead of a full HAP Contract under certain conditions in this policy. Such addendums/amendments will be mailed to the landlord and tenant while also maintaining a copy in the tenant file with the HASA. If the assisted unit or the ownership is changing, the HASA will require a newly executed HAP contract, i.e. the addendum/amendment will not be sufficient in either of those cases. HAP Contract addendums/amendments will be generated under the following actions:

i. Annual recertification at minimum for each assisted household;

ii. Interim re-examinations as a result of a change in income for the assisted household;

iii. Interim re-examinations as a result of a change in the assisted household composition;

iv. Interim re-examinations as a result of a contract rent increase or decrease requested by the landlord.

6. HAP may only be paid to the Owner/Property Manager during the lease term and while the family is residing in the unit.

7. If the Owner/Property Manager has started the eviction process and the family continues to reside in the unit, the HASA will continue to pay HAP in accordance with the HAP Contract until the Owner/Property Manager has obtained a court judgment or other process allowing the Owner/Property Manager to evict the tenant.

8. Family Move-Out

   a. If the family moves out of the unit, the HASA may not make any HAP to the Owner/Property Manager for any month after the month the family moves out. The Owner/Property Manager may keep the HAP for the month the family moves out of the unit.

   b. If a participant family moves from an assisted unit with continued tenant-based assistance, the term of the assisted lease for the new assisted unit may begin during the month the family moves out of the first assisted unit. Overlap of the last HAP (for the month when the family moves out of the old unit) and the first assistance payment for the new unit, is not considered to constitute a duplicative housing subsidy. These situations will require manager approval.

   c. If the family moves out of the assisted unit with a current transfer voucher in place and does not submit the RFTA packet for a new unit within 30 days of vacating the previous unit, the family will be terminated from the HCV Program without penalty.

   d. If the family moves out of the assisted unit without a current transfer voucher in place, and the move was not an approved emergency, the family will be terminated from the HCV Program, and placed on a three-year ban. Exception: The HOH is a victim of violence by another household member, and vacates the unit in order to flee from the perpetrator.

C. The Lease

1. The tenant must have legal capacity to enter into a lease under State and local law. “Legal capacity” means that the tenant is bound by the terms of the lease, and may enforce the terms of the lease against the Owner/Property Manager.

2. Form of lease.

   a. The tenant and the Owner/Property Manager must enter into a written lease for the unit. The lease must be executed by the Owner/Property Manager and the tenant.

   b. If the Owner/Property Manager uses a standard lease form for rental to unassisted tenants in the locality or the premises, the lease must be in such standard form (plus the HUD prescribed Tenancy Addendum).

   c. If the Owner/Property Manager does not use a standard lease form for rental to unassisted tenants, the Owner/Property Manager may use another form of lease, such as a HASA model lease (including the HUD prescribed Tenancy Addendum).

   d. The HAP contract prescribed by HUD will contain the Owners/Property Manager's certification that if the Owner/Property Manager uses a standard lease form for rental to unassisted tenants, the lease is in such standard form.

3. The HASA may review the lease to determine if the lease complies with State and local law. The HASA may decline to approve the tenancy if the HASA determines that the lease does not comply with State or local law.

4. The lease must specify all of the following:

   a. The names of the Owner/Property Manager and all residents of the assisted unit.

   b. The unit information, including address, apartment number, and any other information needed to identify the contract unit.

   c. The term of the lease (initial term and any provisions for renewal).

   d. The amount of the monthly rent to the Owner/Property Manager, and

   e. A specification of what utilities and appliances are to be supplied by the Owner/Property Manager, and what utilities and appliances are to be supplied by the family.

5. The rent to Owner/Property Manager must be reasonable. **(24 CFR 982.507)**

6. Tenancy Addendum.

   a. The HAP contract required by HUD shall include the Tenancy Addendum, which sets forth:

      i. The tenancy requirements for the program in accordance with this section and 24 CFR 982.309 and 982.310.

      ii. The composition of the household as approved by the HASA (family members and any HASA approved LIA).

   b. All provisions in the HUD required Tenancy Addendum must be added word for word to the Owners/Property Manager's standard form lease that is used by the Owner/Property Manager for unassisted tenants. The tenant shall have the right to enforce the Tenancy Addendum against the Owner/Property Manager, and the terms of the Tenancy Addendum shall prevail over any other provisions of the lease.

7. Changes in lease or rent.

   a. If the tenant and the Owner/Property Manager agree to any changes in the lease, such changes must be in writing, and the Owner/Property Manager must immediately give the HASA a copy of such changes. The lease, including any changes, must be in accordance with the requirements of this section.

   b. In the following cases, tenant-based assistance shall not be continued unless the HASA has approved a new tenancy in accordance with program requirements, and has executed a new HAP contract with the Owner/Property Manager:

      i. If there are any changes in lease requirements governing tenant or Owner/Property Manager responsibilities for utilities or appliances.

      ii. If there are any changes in lease provisions governing the term of the lease.

      iii. If the family moves to a new unit, even if the unit is in the same building or complex.

   c. HASA approval of the tenancy, and execution of a new HAP contract, is not required for changes in the lease other than as specified above.

d. The Owner/Property Manager must notify the HASA of any changes in the amount of the rent at least 60 days before any such changes go into effect. Any such changes shall be subject to rent reasonableness requirements. (24 CFR 982.507)

8. Initial term of lease.

   a. Except as provided in paragraph 8b of this section, the initial lease term must be for at least one year.

   b. The HASA may approve a shorter initial lease term if the HASA determines that:

      i. Such shorter term would improve housing opportunities for the tenant, and

      ii. Such shorter term is the prevailing local market practice.

   c. During the initial term of the lease, the Owner/Property Manager may not raise the contract rent for the unit.

   d. The HASA may execute the HAP contract even if there is less than one year remaining from the beginning of the initial lease term to the end of the last expiring funding increment under the consolidated ACC.

9. Screening and Security Deposit

   a. The Owner/Property Manager may collect a security deposit from the tenant.

   b. The HASA will prohibit security deposits in excess of private market practice, or in excess of amounts charged by the Owner/Property Manager to unassisted tenants.

   c. When the tenant moves out of the unit, the Owner/Property Manager, subject to State or local law, may use the security deposit in accordance with the lease, as reimbursement for any unpaid rent payable by the tenant, damages to the unit, or for other amounts the tenant owes under the lease.

   d. Within 30 days after the tenant moves, the Owner/Property Manager must give the tenant a written list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the Owner/Property Manager, the Owner/Property Manager must refund promptly the full amount of the unused balance to the tenant.

   e. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the Owner/Property Manager may seek to collect the balance from the tenant.

   f. The HASA encourages Owners/Property Managers to screen all potential residents. Owners/Property Managers need not accept families that have a poor rental history, a history of damaging units, or vacating units without giving prior notice.

   g. The HASA shall not provide reimbursement to Owners/Property Managers in cases when there are damages caused by the HCV family or their guests, and when an HCV family vacates the unit without giving prior notice or does not pay the family’s portion of rent owed under the lease.

D. Non-housing Agreements

1. Owners/Property Managers and tenants may execute agreements for services (i.e., parking, furniture, late charges, pets, pet deposits, community rules, and covenants) and appliances (other than range and refrigerator), and other items, in addition to those that are provided under the lease, if the agreement is in writing and approved by the HASA. Separate agreements must be attached to the Lease as a Lease Addendum. A copy of the agreement must be provided to the HASA.

2. Any appliance, service, or other item(s) that is routinely provided to unassisted tenants as part of the lease agreement (such as air conditioning, dishwasher, garbage disposal or garage) or is permanently installed in the unit cannot be put under separate agreement and must be included in the lease. For an item to be covered by a separate agreement, the tenant must have the option of not utilizing the service, appliance or other item.

3. The HASA is not liable for unpaid charges for items covered by separate agreements and nonpayment of these separate agreements cannot be cause for eviction.

4. The following types of separate agreements are not acceptable: agreements for altered security deposit, altered rent amounts, excess utilities, or charges for any item customarily included in rent in the locality or provided at no additional cost to unassisted tenants on the premises.

SECTION XVII: DETERMINING INCOME AND RENT / HARDSHIPS

A. Annual Income (24 CFR 5.609(a))

In accordance with HOTMA provisions to be implemented no later than 01/01/2025, annual income includes, with respect to the family:

1. 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

2. 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.

    a. When determining Net Family Assets, the HASA will take the following steps:

        i. Provide the family with a description of non-necessary personal property and ask the family to estimate the total value of their non-necessary personal property. If the family estimates that their non-necessary personal property is valued under $50,000 (as adjusted annually for inflation) then the PHA will follow the self-certification clause of this policy.

        ii. If the family's non-necessary personal property has a net value over $50,000, the HASA will ask the family to report a full list of their non-necessary personal property. The HASA will assess the list to determine if any of the items are necessary personal property. The PHA will make a determination as to each item identified, based on HUD (or HASA) guidance, and if the item is determined to be necessary, or otherwise excluded from net family assets, like a retirement account, educational savings account, etc., it will be excluded from the family's net assets.

    b. The HASA will consider the following to be necessary items of personal property:

        i. Any automobile regularly used by a member of the family to commute to work, school, or childcare.

        ii. Any computer or electronic device (such as laptop, tablet, monitor, or cellphone) that is used by any family member to work, look for work, or study

        iii. Any item used for religious purposes (such as a historic book of scripture)

        iv. Any furniture used in the family's home

        v. Jewelry or other keepsakes which hold religious or cultural value, or deep family significance. For example, a watch which has been in the family and passed down from generation to generation.

    c. The HASA will consider the following to be non-necessary items of personal property:

        i. Bank accounts and other financial investments (e.g., checking account, savings account, stocks/bonds)

ii. Any automobile that is used purely for recreation (such as an RV or camping trailer) and not for any of the defined "necessary" uses, is a "non-necessary" item of personal property and is included in the calculation of net family assets.

iii. Collectible items (such as sports cards or trading cards) that are not used for a work-related purpose by a family member.

d. The HASA may make case-specific determinations of other "necessary" items.

Prior to full implementations of HOTMA provisions, the HASA will utilize this definition: The anticipated total income, monetary or not, which go to or on behalf of, any and all family members (even if temporarily absent) from all sources, including net income derived from assets for which any family member has access to, for the 12-month period following the effective date of initial eligibility determination or re-examination. For a full list of annual income, see 24 CFR 5.609(b).

B. Excluded Income (24 CFR 5.609)

In accordance with HOTMA provisions to be implemented no later than 01/01/2025, annual income excludes, with respect to the family:

1. 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.
2. The following types of trust distributions:

   a. For an irrevocable trust or a revocable trust outside the control of the family or household excluded from the definition of net family assets

   i. Distributions of the principal or corpus of the trust; and

   ii. Distributions of income from the trust when the distributions are used to pay the costs of health and medical care expenses for a minor.

   b. 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.
3. Earned income of children under the age of 18 years.
4. Payments received for the care of foster children or foster adults, or State or tribal kinship or guardianship care payments.
5. 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.
6. 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.
7. 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.
8. Income of a live-in aide, foster child or foster adult.
9. Certain financial assistance to students as provided below:

   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**.**

With respect to student financial assistance the following is excluded:

a. Any assistance that section 479B of the Higher Education Act of 1965 requires to be excluded from a family's income,

b. Plus, any of the following up to the total amount of Excluded Student Financial assistance as defined above received from:

    i. The Federal government.

    ii. A State, Tribal or local government.

    iii. A private foundation registered as a nonprofit under 502(c)(3).

    iv. 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

    v. An institution of higher education.

<u>Excluded Student financial assistance does not include</u>

    i. 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)

    ii. Gifts including gifts from family or friends

    iii. 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.

10. 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.

11. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.

12. Additionally excluded are:

    a. 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).

    b. 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.

    c. 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.

    d. 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.

13. 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.

14. Earned income of dependent full-time students in excess of the amount of the deduction for a dependent.

15. Adoption assistance payments in excess of the amount of the deduction for a dependent.

16. 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.

17. Payments related to aid and attendance under 38 USC 1521 to veterans in need of regular aid and attendance.

18. 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.

19. 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.

20. 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).

21. 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.

22. 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.)

    The following is a list of benefits excluded by other Federal Statute:

    a. The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977; 7 USC 2017 (h)

    b. 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:

       i. The Retired Senior Volunteer Program (RSVP), Foster Grandparent Program (FGP), Senior Companion Program (SCP), and the Older American Committee Service Program.

       ii. National Volunteer Antipoverty Programs such as VISTA, Peace Corps, Service-Learning Program, and Special Volunteer Programs.

       iii. 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).

    c. Payments received under the Alaska Native Claims Settlement Act; 43 USC.1626 (a)

    d. Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes; 25 USC. 459e

e. Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program; 42 USC 8624 (f)

f. Income derived from the disposition of funds of the Grand River Band of Ottawa Indians; P. L. 94-540, 90 State 2503-04

g. 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

h. Payments received from programs funded under Title V of the Older Americans Act of 1965: 42 USC 3056 (f)

    i. 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.

i. 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.

j. Payments received under Maine Indian Claims Settlement Act of 1980; P.L. 96-420,94 Stat. 1785

k. 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

l. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation.

m. Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990.

n. 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.

o. Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998.

p. Kinship Guardian assistance payments and other guardianship care payments.

q. Any amount received under the School Lunch Act and the Child Nutrition Act of 1966, including reduced price lunches and food under WIC.

r. Payments, funds or distributions authorized, established or directed by the Seneca Nation Settlement Act of 1990.

s. 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.

t. 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.

u. 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)).

v. 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

w. 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)).

23. 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.

24. 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:

    a. 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.

    b. Direct Federal or State payments intended for economic stimulus or recovery.

    c. Amounts directly received by the family as a result of State refundable tax credits or State tax refunds at the time they are received.

    d. Amount directly received by the family as a result of Federal refundable tax credits and Federal tax received the time they are received.

    e. Gifts for holidays, birthdays or other significant life events or milestones (e.g., wedding gifts, baby showers, anniversaries).

    f. Non-monetary, in-kind donations, such as food, clothing or toiletries received from a food bank or similar organization.

    g. Lump-sum additions to net family assets, including but not limited to lottery or other contest winnings.

25. Civil rights settlements or judgments, including settlements of judgments for back pay.

26. 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.

27. Income earned on amounts placed in a family’s Family Self Sufficiency Account.

28. 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:

    a. 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

    b. 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 case or assets.

Prior to full implementations of HOTMA provisions, the HASA will utilize this definition: The sources of income for a family which are listed, but not included, in a family's total annual income. For a full list of excluded income, see previously 24 CFR 5.609(c).

C. Anticipating Annual Income [(24 CFR 5.609(d)]

If it is not feasible to anticipate income for a 12-month period, the HASA may use the annualized income anticipated for a shorter period, subject to an interim adjustment at the end of the shorter period. This method would be used for school bus drivers or classroom aides who are only paid for nine months out of the year or for tenants receiving unemployment compensation.

D. Adjusted Income (24 CFR 5.611)

Adjusted income means annual income as determined above of the members of the family residing or intending to reside in the dwelling unit, after making the following deductions:

1. $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.
2. $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.
3. The sum of the following, to the extent the sum exceeds ten percent of annual income:
   a. Unreimbursed health and medical care expenses of any elderly family or disabled family; and
   b. 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

Prior to full implementations of HOTMA provisions, the HASA will utilize this definition: The total annual income for the household less the excluded income and the allowable deductions. The adjusted income is used to calculate rent amounts. For a full list of mandatory deductions, see 24 CFR 5.611(a).

E. Hardships

The HASA will grant the hardship exemptions below upon request by the family unless otherwise stated. Families must report if the circumstances that made the family eligible for the hardship exemption no longer apply. If the family reports the change in circumstances in a timely manner (within 7 days), the HASA will provide the family with 30 days advance notice of any rent increase, and such rent increase will be effective the first day of the month beginning after the end of that 30-day notice period. If the family does not report the change in a timely manner, the adjustment will be made retroactive to the date it would have been effective had the information been provided on a timely basis. The family will be responsible for any underpaid rent and may be offered a repayment agreement.

1. In accordance with HOTMA provisions to be implemented no later than 1/1/2025, Childcare Expense Relief (24CFR 5.611(d)) may be approved as follows. Prior to HOTMA implementation, this hardship exemption is not applicable:
   a. There is a qualifying event such as:
      i. Hardship is considered when the household's family share of total housing costs exceeds 35 percent of adjusted household income or when the family would be evicted because it is unable to pay the tenant portion of rent.
      ii. When the income of the family has decreased because of changed circumstances, including sudden loss of employment, health/medical issue in the family or a death has occurred in the family.

1. In order to qualify under this provision, a family must describe how the health/medical issue and/or death has created a need for child care.

iii. Other circumstances determined by HASA or HUD.

b. Forms of relief:

i. Expense deduction will continue with the previous reasonable unreimbursed childcare expenses.

ii. Hardship exemption of this nature expires after 90 days, the HASA will not extend this exemption.

iii. The HASA may terminate this hardship exemption prior to the 90-day extension if the family no longer needs the exemption.

2. Minimum Rent (24 CFR 5.630)

a. The HASA establishes a minimum rent of $50.

b. The HASA will grant an exemption of this minimum rent if the family is unable to pay that rent as a result of financial hardship, as described below:

i. When the family has lost eligibility for or is awaiting an eligibility determination for a Federal, State, or local assistance program.

ii. When the family would be evicted as a result of removing the expense deduction.

iii. When the income of the family has decreased because of changed circumstances, including sudden loss of employment or a death has occurred in the family.

iv. When the family is referred under the Rapid Rehousing Program (RRHP) for a housing voucher).

v. Other circumstances determined by HASA or HUD.

c. Request for hardship exemption of this nature:

i. If a family requests a hardship exemption, the HASA must suspend the minimum rent requirement beginning the month following the family's hardship request until the HASA determines whether there is a qualifying financial hardship and whether it is temporary or long-term.

ii. If the HASA determines there is a temporary qualifying financial hardship, the HASA may not impose a minimum rent for a period of 90 days from the date of the family's request. At the end of the 90-day suspension period, a minimum rent is imposed retroactively to the time of the suspension. The family must be offered a responsible repayment agreement for the amount of back rent owed. The family may request subsequent hardship exemptions that are subject to review again. Temporary qualifying financial hardship will consider categories ii-v under part b of this policy. The participant family must provide verification as applicable to the category they are requesting, proof of death of the family member impacting the income for the household, proof of sudden loss of employment, etc.

iii. If the HASA determines there is no qualifying hardship exemption, the HASA will reinstate the minimum rent, including the back payment for the minimum rent, from the time of suspension.

iv. If the HASA determines there is a qualifying long-term financial hardship, the HASA must exempt the family from the minimum rent requirements for the term of the hardship. Long term financial hardship will primarily consider category I under part b of this policy, such as application for federal benefits such as disability, denial and appeal of such benefits, etc. The participant family must provide proof of the application, denial, and appeal as well as verification if working with an attorney on the appeal, etc.

3. In accordance with HOTMA provisions to be implemented no later than 1/1/2025, Unreimbursed health and medical care expenses and reasonable attendant care and auxiliary apparatus expense will apply as described below. Prior to HOTMA implementation, this hardship exemption is not applicable:

   Phased-in relief: (24 CFR 5.611 (C)(1)).

   a. Eligibility for relief: to receive hardship relief the family must have received a deduction from annual income because the sum of unreimbursed expenses for health and medical care plus unreimbursed care and apparatus expenses for a disabled family member that permit a family member to work did previously exceed 3 percent annual income. As a result, they were previously receiving the expense deduction.

   b. Forms of relief:

      i. Beginning with the first recertification after 1/1/~~2024~~ 2025, the family will receive a deduction totaling the sum of unreimbursed expenses for health and medical care plus unreimbursed care and apparatus expenses for a disabled family member that permit a family member to work that exceed 5 percent of annual income.

      ii. At the second annual recertification (12 months after the recertification in b.i. above), the family will receive a deduction totaling the sum of unreimbursed expenses for health and medical care plus unreimbursed care and apparatus expenses for a disabled family member that permit a family member to work that exceed 7.5 percent of annual income.

      iii. At the third annual recertification (24 months after the recertification in b.i. above), the family will receive a deduction totaling the sum of unreimbursed expenses for health and medical care plus unreimbursed care and apparatus expenses for a disabled family member that permit a family member to work that exceed 10 percent of annual income.

      iv. Once a family chooses to obtain General Relief, a family may no longer receive the phased-in relief.

   c. General Relief: Additional relief may be available for an elderly or disabled family or a family that includes a person with disabilities that is experiencing financial hardship (24 CFR 5.611 (C)(2)) as follows:

      i. 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 in part 1 and 2 of this section) that would not otherwise trigger an interim reexamination.

         1. A change in circumstances include the need for new, qualifying, health/medical, reasonable attendant care and auxiliary apparatus expenses or an increase in the cost of qualifying expenses so that qualifying expenses exceed 5% of the family's annual income.

      ii. Relief under this paragraph is available regardless whether the family previously received deductions under paragraph 3.b. above; is currently receiving relief under paragraph 3.b. above, or previously received relief under paragraph 3.b. above.

      iii. Form and duration of relief:

         1. The family will receive a deduction for the sum unreimbursed expenses for health and medical care plus unreimbursed care and apparatus expenses for a disabled family member that permit a family member to work that exceed 5 percent of annual income.

         2. 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.

Subsequent hardship requests under this paragraph must be submitted within [5] days of the end of the current eligibility period and will be reviewed but only considered under extreme circumstances. In general, the HASA will grant only one final 90-day extension past this paragraph.

3. The HASA must obtain third-party verification of the family's inability to pay rent or must document in the file the reason third-party verification was not available. The HASA must attempt to obtain third-party verification prior to the end of the 90-day period.

4. The HASA will comply with the Health Insurance Portability and Accountability Act (HIPAA) (Pub. L. 104.191, 110 Stat. 1936) and the Privacy Act of 1974 (Pb. L. 93-579, 88 Stat. 1896) when requesting documentation to determine eligibility for a financial hardship exemption for unreimbursed health and medical care expenses. The HASA may not request documentation beyond what is sufficient to determine anticipated health and medical care and/or reasonable attendant care and auxiliary apparatus costs or when a change in circumstances took place. Before placing bills and documentation in the tenant file, the HASA will redact all personally identifiable information. The HASA will comply with all federal nondiscrimination and civil rights statutes and requirements, including, but not limited to, the Fair Housing Act, Title VI of Civil Rights Act, Section 504, and the Americans with Disabilities Act, as applicable. Among other obligations, this includes providing for reasonable accommodations that may be necessary for persons with disabilities.

iv. Attendant Care: the HASA will accept written third-party documents provided by the family. If the family provided documents are not available, the HASA will provide third-party verification form directly to the care provider requesting the needed information.

1. Expenses for attendant care will be verified through: written third-party documents provided by the family, such as receipts or canceled checks; third-party verification form signed by the provider, if family-provided documents are not available; if third-party verification is not possible, written family certification as to costs anticipated to be incurred and the anticipated period.

2. Auxiliary apparatus expenses will be verified through: written third-party documents provided by the family, such as billing statements for purchase or other evidence of monthly payments or total payments that will be due for the apparatus during the period for which the hardship is requested; third-party verification form signed by the provider, if family-provided documents are not available; if third-party or document review is not possible, written family certification of estimated apparatus costs for the period for which the hardship is requested will be accepted.

3. In addition, the HASA will verify that: the family member for whom the expense is incurred is a person with disabilities; the expense permits a family member, or members, to work; the expense is not reimbursed from another source.

   a. Family members permitted to work: The HASA will verify that the expenses claimed enable a family member, or members, including the person with disabilities to work;

   b. The HASA will request third-party verification from a rehabilitation agency or knowledgeable medical professional indicating that the person with disabilities requires attendant care or an auxiliar apparatus to be employed, or that the attendant care or auxiliar apparatus enables another family member, or members, to work;

c. This documentation may be provided by the family. If third-party verification has been attempted and is either unavailable or proves unsuccessful, the family must certify that the disability assistance expense enables a family member, or members (possibly including the family member receiving the assistance), to work.

4. Unreimbursed expenses: to be eligible, the costs must not be reimbursed by another source and the family is required to certify that the attendant care or auxiliar apparatus expenses are not paid by or reimbursed to the family from any source.

F. Permissive Deductions

In accordance with HOTMA provisions to be implemented no later than 1/1/2025, the HASA has opted not to use permissive deductions. Prior to HOTMA implementation, this section does not change this policy.

G. Total Tenant Payment (24 CFR 5.628)

1. A family renting a unit at or below the payment standard pays the highest of 30% of the monthly adjusted income, 10% of the monthly gross income, or the established minimum rent.

2. A family renting a unit above the payment standard pays the highest of 30% of the monthly adjusted income, 10% of the monthly gross income, or the established minimum rent, plus any rent above the payment standard.

3. The initial rent for any unit leased under the HCV Program must not require that a family pay more than 40% of their adjusted annual income for rent. This maximum initial rent burden (MIRB) is applicable each time a participant moves to a new unit. The rent can exceed the MIRB if the family renews a lease for the same unit.

4. If the HAP exceeds the family's rent to owner, the HASA will pay the balance of the HAP as a utility reimbursement (UR), either to the family or directly to the utility supplier to pay the utility bill on behalf of the family. If the HASA elects to pay the utility supplier directly, the HASA will notify the family of the amount paid to the utility supplier. If the amount of the UR is $45 or less, the HASA may choose to make the payment quarterly to the family, unless doing so would cause a hardship on the family. In this case, reimbursements will be made monthly.

H. Earned Income Disallowance (Disregard) for Qualified Participants with Disabilities (EID)

A voucher holder with disabilities who qualifies for EID before 12/31/2023 will be eligible to receive the full 24 months of benefits (as long as he or she qualifies), but the program has been discontinued, effective 1/1/2024 by Federal statute under HOTMA.

Prior to full implementation of HOTMA, the HASA will use the following: Disabled participants and/or family members may be eligible for an earned income disallowance (EID), also known as earned income disregard, as prescribed by applicable HUD regulations. (24 CFR 5.609) For these qualified families, the HASA will disregard, for the applicable first 12 months, 100% of the:

1. Incremental earned income of the disabled family member(s) who was unemployed for a year or more and became employed. A person is considered to have been unemployed if they were employed, but earned less in the previous 12 months than would be earned by a person working 10 hours per week for 50 weeks making minimum wage.

2. Incremental earned income of the disabled family member(s) whose employment income increases during participation in a Family Self-Sufficiency program or job training program.

3. Incremental earned income of the disabled family member(s) whose employment income has increased, AND who has received any amount of cash grant from TANF or in-kind services funded through the TANF agency worth at least $500 within the last six months.

An additional 12 months of EID at 50% is permitted once the family has exhausted 12 months at 100%. The family has 48 months to take advantage of the full EID from the date they become eligible for it.

SECTION XVIII: PROGRAM RESPONSIBILITIES

A. Owner/Property Manager Obligations (24 CFR 982.452)

The Owner/Property Manager is responsible for performing all of the Owner/Property Manager obligations under the HAP contract and the lease. These include:

1. Performing all management and rental functions for the assisted unit, including selecting a voucher holder to lease the unit, and deciding if the family is suitable for tenancy of the unit.
2. Maintaining the unit in accordance with HQS/NSPIRE and HASA requirements, including performance of ordinary and extraordinary maintenance. For provisions on family maintenance responsibilities, see 24 CFR 982.404(a)(4).
3. Complying with equal opportunity requirements.
4. Preparing and furnishing the HASA with information required under the HAP contract.
5. Collecting from the family:
    - **a.** Any security deposits.
    - **b.** The tenant contribution (the part of rent to Owner/Property Manager not covered by the HAP).
    - **c.** Any charges for unit damage by the family.
6. Enforcing tenant obligations under the lease.
7. Paying for utilities and services (unless paid by the family under the lease).
8. For provisions on modifications to a dwelling unit occupied or to be occupied by a disabled person, see 24 CFR 100.203.
9. Special requirements for children with elevated blood-lead levels (24 CFR 35.1225)
    - **a.** If the HASA is notified by a public health department or other medical health care provider, or if the HASA verifies information from a source other than a public health department or medical health care provider, that a child under six years of age and living in an HCV-assisted dwelling unit has been identified as having an elevated blood lead level, the HASA must complete a risk assessment of the dwelling unit.
    - **b.** 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/property manager of the unit. In cases where the public health department has already completed an evaluation of the unit, this information must be provided to the Owner/Property Manager.
    - **c.** Within 30 days after receiving the risk assessment report from the HASA, or the evaluation from the public health department, the Owner/Property Manager is required to complete the reduction of identified lead-based paint hazards in accordance with the lead-based paint regulations at 24 CFR 35.1325 and 35.1330.
    - **d.** If the Owner/Property Manager does not complete the hazard reduction as required, the dwelling unit is in violation of HQS/NSPIRE and the HASA will take action in accordance with Section XIX. H. of this Plan.
    - **e.** At least quarterly, the HASA shall attempt to collect from public health department(s) within the HASA's area of operation the names and/or addresses of children under the age of six years with an identified elevated blood lead level. The HASA shall match this information with information for families receiving HCV assistance. If a match occurs, the HASA shall notify the Owner/Property Manager and conduct a

risk assessment inspection. If possible, lead based paint violations are present, the Owner/Property Manager shall be required to take action and provide documentation that the hazard has been removed.

B. Family Obligations (24 CFR 982.551)

1. Family is responsible for:

    a. Supplying any information that the HASA or HUD requires for the administration of the program, including submission of required evidence of citizenship or eligible immigration status.

    b. Supplying any information requested by the HASA or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements.

    c. Disclosing and verifying SSNs, and signing and submitting the consent forms required for the HCV Program.

2. The family is responsible for the following HQS/NSPIRE breaches caused by the family: 24 CFR 982.404(b)

    a. The family fails to connect, maintain, and pay for any utilities that the Owner/Property Manager is not responsible for, as specified in the lease.

    b. The family fails to provide and maintain any appliances that the Owner/Property Manager is not required to provide, as specified in the lease.

    c. Any member of the household or guest damages the dwelling unit or premises beyond ordinary wear and tear.

    d. If an HQS/NSPIRE breach caused by the family is life threatening, the family must correct the defect within 24 hours. For other family-caused defects, the family must correct the defect within 30 calendar days, unless the HASA has approved an extension.

    e. If the family has caused a breach of the HQS/NSPIRE, the HASA must take prompt and vigorous action to enforce the Family Obligations. The HASA may terminate assistance for the family in accordance with 24 CFR 982.552.

3. The family must allow the HASA to inspect the unit at reasonable times and after reasonable notice.

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

5. The family must notify the HASA and the Owner/Property Manager before the family moves out of the unit or terminates the lease.

6. The family must promptly give the HASA a copy of any Owner/Property Manager eviction notice.

7. Use and occupancy of unit

    a. The family must use the assisted unit for residence by the family. The unit must be the family's only residence.

    b. The composition of the assisted family residing in the unit must be approved by the HASA. The family must promptly inform the HASA of the birth, adoption, court-awarded custody, or placement of a child with the family. The family must request HASA approval to add the child or any other family member as an occupant of the unit.

    c. The family must promptly notify the HASA if any family member no longer resides in the unit.

    d. If the HASA has given approval, a foster child or a LIA may reside in the unit. The HASA has the discretion to adopt reasonable policies concerning residence by a foster child or a LIA, and defining when the HASA consent may be given or denied.

e. Members of the household may engage in legal profit-making activities in the unit, but only if such activities are incidental to primary use of the unit for residence by members of the family.

f. The family must not sublease or let the unit.

g. The family must not assign the lease or transfer the unit.

8. The family must supply any information or certification requested by the HASA to verify that the family is living in the unit, or relating to family absence from the unit, including purposes of family absences. The family must cooperate with the HASA for this purpose. The family must promptly notify the HASA of absence from the unit.

9. The family must not own or have any interest in the unit.

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

11. The members of the household may not engage in drug-related, violent, 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. (24 CFR 982.553)

12. 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.

13. An assisted family may not receive HCV 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.

SECTION XIX: UNIT INSPECTIONS

The HASA will inspect the unit leased to a family prior to the initial term of the lease, at least annually during assisted occupancy, and at other times as needed, including supervisory quality control HQS/NSPIRE inspections, to determine if the unit meets the HQS/NSPIRE.

A. Notice and Scheduling

The family must allow the HASA to inspect the unit at reasonable times with reasonable notice [24 CFR 982.551(d)]. Both, the family and the owner, will receive reasonable notice of all inspections for the unit. Except in the case of a life-threatening emergency, reasonable notice will be considered to be not less than 24 hours. In the case of a life-threatening emergency, the HASA will give as much notice as is feasible depending on the nature of the emergency. Inspections may be scheduled and conducted between 8:00 a.m. and 6:00 p.m. Typically, inspections will be restricted to business days only. The HASA reserves the right to make changes in extenuating circumstances. This policy and practice will be used in regards to all types of inspections, not just the annual inspection.

B. Owner and Family Inspection Attendance

As HUD permits the HASA to set policy regarding the attendance by the family and/or owner at the time of inspection [HCV GB p. 10-27], the HASA will do the following:

1. At an initial inspection for a vacant unit, the HASA will inspect the unit in the presence of the owner or their representative. The owner may also elect to provide entry to the unit without being present for the inspection in its entirety but understands the HASA is not liable under these circumstances for the security of the unit.

2. When a unit is already occupied by the family at the time of the inspection, an adult household member should be present for the inspection. If the family must have another adult, who is not living in the household, present for the inspection, the HOH must inform the inspector prior to the inspection. The presence of the owner or their representative is encouraged but is not required.

3. At all other inspections of a unit, the HASA will require the presence of the owner or their representative and/or an adult household member, unless other arrangements have been made.

C. Initial HQS/NSPIRE Inspections [24 CFR 982.401(a)]

1. The HASA will determine a bedroom in accordance with the local residential code for San Angelo which uses the International Residential Code definition.
    a. As such, a bedroom will be defined as having at least 70 square feet of floor space with a minimum of 7 feet in one direction; if a room is intended for multiple occupants, there should be a minimum of 50 square feet per person.
    b. In addition, there must be a method of egress for an emergency exit, i.e. if there is not a door that opens to the outside of the house within the room, it must contain a window that is at least 24 inches tall and 20 inches wide with a minimum opening area of 5.7 square feet. Such a window must be able to open at least halfway.
    c. If the room does not meet these requirements at minimum, it will not be considered a bedroom.
2. The HASA may not charge the family or Owner/Property Manager for initial inspection or re-inspection of the unit.
3. The HASA will inspect the unit within 15 days after the family and the Owner/Property Manager submit the RFTA, if the unit is available for inspection. If the unit is not available for inspection when the RFTA is submitted, the HASA will inspect within 15 days of the unit being available for inspection. The HASA must receive the original RFTA in the office delivered by hand or mail. RFTA's will not be accepted via email or fax.
    a. The HASA will not accept or approve an RFTA to schedule or conduct an initial inspection on a unit that is under new construction. It is understood that the unit must be complete and available for an RFTA to be accepted and an inspection to take place.
    b. If the unit is not new construction but requires extensive renovation, the landlord must provide an estimated time of completion and the HASA will determine if the RFTA will be approved based on a reasonable time to complete. See part 7 under this section regarding multiple submissions of an RFTA on the same unit. Reasonable time will be considered to be within 15 days of the RFTA being submitted, unless there is an approved extension. An extension will not be granted for more than 30 days on an initial pending inspection.
    c. If the initial inspection is not able to be conducted within 30 days of the availability date listed on the RFTA, the housing caseworkers will discuss options with the applicant to locate another unit with a new RFTA. If the initial inspection on a unit is still not able to be conducted within 45 days of the availability date or 45 days lapse between the failed initial inspection, the HASA will require that the applicant take another RFTA and locate a new unit that is available for inspection.
4. Utilities must be turned on during the initial inspection. The unit will automatically fail in cases where the utilities are not turned on. The appliances required to be supplied by the family must be in place prior to executing the HAP contract. The HASA will execute the HAP contract once the HASA has confirmation that the appliances have been installed and are in proper working condition. A microwave or stove must be operational and located in the unit in order for a unit to meet the HASA's minimum HQS/NSPIRE.
5. Owners/Property Managers will be notified in writing of the deficiencies, and allowed a reasonable amount of time, up to 30 days, or any extension approved by the HASA, to correct deficiencies.
6. Extensions may be given for medical emergencies or for extensive rehabilitation of the unit.
7. Rental assistance will not begin until the unit has passed inspection and the family has taken possession of the unit. The family is expected to take possession of the unit immediately, unless otherwise agreed on by the Owner/Property Manager, but no later than 14 days after the inspection has passed.

8. If the unit fails to pass inspection by the deadline on the inspection letter, i.e., the time period for correcting the deficiencies (or any HASA approved extension) has expired, or the unit fails HQS/NSPIRE at the time of re-inspection, the HASA will notify the owner and the family that the unit has not been approved and the family must search for another unit. The HASA will allow an initial 15 days for the reinspection to take place. No extension will be granted past 30 days from the initial inspection. The HASA may agree to conduct a second reinspection at its discretion within the 30 days.

   Following the failed inspection, if the family has not found another unit by the time the owner has completed all repairs, the family still wants to live in that unit, and the family has remaining time on their voucher, they may submit a new RFTA packet for the unit and the inspection process will begin again.

D. Annual HQS/NSPIRE Inspections [24 CFR 982.405(a)]

1. Scheduling the Inspection and "No Show" Inspection

   a. The HASA requires that under each HAP contract, each unit must have an annual inspection no more than 12 months after the most recent inspection. As required with all inspections, an adult must be present. If an adult cannot be present on the scheduled date, the participant family should reschedule the inspection with the HASA Inspector. The HASA and family will agree on a new inspection date and notice will be mailed to both the family and owner.

   b. The HASA begins the annual inspection process approximately 3 months prior to the effective date of the recertification. If the first annual inspection fails, the owner and participant family is notified of reinspection within 15 days initially. If the reinspection fails and/or if the landlord requests additional time to correct deficiencies, the HASA will schedule within 30 days of the first annual inspection. Anything past the 30 days must be requested as an extension from the landlord and will only be approved on a case-by-case basis by review with the HQS/NSPIRE Inspector and HCV Manager. See section on abatements for further timeframes and payment withholding.

   c. A missed inspection is considered a "no show" if the HASA Inspector is unable to gain entry into the unit. Unable to gain entry includes no adult present, i.e., only minor children are present. The HASA will not enter the unit and this will be documented as a "no show" failed inspection. If the owner/landlord is onsite and is able to grant access to the HASA Inspector, the HASA Inspector will conduct the inspection in the presence of the owner/landlord. However, if the owner/landlord is unable to grant access to the unit and if the participant family misses the first scheduled appointment without requesting the inspection to be rescheduled and without other verifiable good cause, the HASA will automatically schedule a second inspection. If the family misses two scheduled inspections without HASA approval, the HASA will consider the family to have violated its obligation to make the unit available for inspection with reasonable notice. This may result in the termination of housing assistance in accordance with Section XXI.

   d. In the event of a "no show" inspection, as stated previously, the HASA will automatically schedule the second chance inspection. If this second inspection is missed but the participant family claims there is an extenuating circumstance that prevented them from being present, the family must provide verifiable proof of the surrounding circumstances. The HCV Manager will review what is provided to determine if a third and final inspection will be scheduled. Otherwise, the termination process will begin as mentioned previously.

   e. Regardless of circumstances stated above, the HASA must conduct the annual inspection for the annual recertification process. Therefore, the HASA inspector must gain entry to the unit and the first annual inspection, must be completed as a pass or fail with deficiencies within 30 days of the initial date on the inspection letter. The inspection must pass prior to the recertification effective date. This ultimately leaves approximately 1.5 to 2 months to complete this requirement. Failure to complete the annual inspection will result in termination of the housing assistance as a participant family may not be recertified without a passed inspection. This is subject to change only in the event of an emergency or nationally declared disaster/emergency.

2. The HASA will verify that all utilities are currently on, have not lapsed during the year, and are in the name of the HOH or another adult household member. The HASA may take extenuating circumstances into consideration depending upon the reason the HOH claims to be unable to connect utilities in their name.

3. Owner/Property Manager Non-Compliance

    a. Following a failed inspection, written notification of the deficiencies and the specified time frame for corrections will be sent to the Owner/Property Manager.

    b. For life-threatening conditions, repairs must be made within 24 hours.

    c. The HASA will inspect the unit after the allowed time or at such earlier time as the Owner/Property Manager notifies the HASA that the repairs are complete. The HASA may charge the Owner/Property Manager a fee for re-inspection if the deficiencies are found not to be corrected as requested. 24 CFR 982.405

    d. If repairs are not made within the designated time frame, the HAP payment will be abated until repairs are made or until the anniversary of the HAP contract.

    e. If repairs are not made by the anniversary date of the HAP Contract, the contract will be terminated and the family advised to look for another unit.

    f. No retroactive payment will be made for the period after the first 30 days during which the unit was not in compliance with HQS/NSPIRE.

    g. Owners/Property Managers who have three units abated or terminated for non-compliance with HQS/NSPIRE will be barred from future participation in the HCV program.

    h. In the event of extraordinary circumstances, such as a unit is in a Presidentially-declared disaster area, HUD may waive the time period for inspection until such time as an inspection is feasible.

4. Non-compliance by the Family

    a. If the unit fails HQS/NSPIRE for reasons attributable to the family's care or use of the unit, the family will receive written notification of the actions to be taken and a copy of the notice will be sent to the Owner/Property Manager.

    b. Such failure may occur when the family:

        i. Fails to turn on and/or continues to pay for utilities that are to be paid by the family. The HAP contract and the family's participation in the program may be terminated if one or more of the utilities have been disconnected for 30 days or more, in accordance with Federal regulation 24 CFR 982.555. Otherwise, the family will have 72 hours to provide a receipt showing utilities have been paid to current and restored. The HASA may take extenuating circumstances into consideration depending upon which utility has been disconnected, for how long, and during what time of year.

        ii. The HOH fails to maintain utilities in their name or the name of another adult household member.

        iii. The family fails to provide or maintain, in working order, any appliances that are provided by the family.

        iv. A member or guest of the family causes damages to the unit beyond normal wear and tear.

    c. The family will be given 30 days to correct the deficiency or 24 hours if the deficiency is determined by the HASA to be life threatening.

    d. If the deficiency is not corrected by the family within the time allowed, the HAP contract and the family's participation in the program will be terminated in accordance with Federal regulation 24 CFR 982.555.

E. Special Inspections

1. Special inspections may be requested by the tenant at any time during the lease term.
2. The tenant must first notify the Owner/Property Manager by letter of the repairs needed at the unit and provide the HASA office with a copy of the letter.
3. If the Owner/Property Manager has not taken action within 10 business days, the HASA will send an inspector to check the deficiencies. If necessary, the inspector will send the Owner/Property Manager a letter advising them of the needed repairs and the deadline for completing them.

F. Quality Control Inspections

1. Quality Control inspections will be conducted and performed as per Federal regulation 24 CFR 982.405 (b).
2. For the Section 8 Management Assessment Program (SEMAP) purposes, per Federal regulation 24 CFR 985.2, 16 plus 1 for each 100 (or part of 100) over 600. These inspections will be done within three months of the initial or annual inspection.

G. Emergency / Automatic Fail Items

Emergency inspections are conducted immediately upon receipt of information that there are deficiencies in a unit that may be considered life threatening. Such deficiencies must be corrected within 24 to 72 hours of the inspection date, depending on the nature of the deficiency.

1. Hazards that post **an immediate threat to the health and safety** of the family must be corrected within 24 hours. Examples include any condition that jeopardizes the security of the unit, including, but not limited to:
   a. Broken locks on windows, doors, or any point of entry, i.e. if the unit cannot be properly secured.
   b. Broken window or door frames.
   c. Major plumbing leaks or flooding; waterlogged ceiling or floor in imminent danger of falling.
   d. Natural gas or fuel leaks.
   e. Any electrical problem or condition that could result in shock or fire.
   f. Conditions that present the imminent possibility of injury.
   g. Obstacles that prevent safe entrance into or exit from the unit regardless if tenant or landlord/owner owned.
   h. Absence of a functioning toilet in the unit.
   i. Inoperable smoke or carbon monoxide detectors.
   j. Absence of a working heating system when outside temperature is below 60°F.
   k. No electrical power in the unit.
   l. No running water in the unit.
   m. The water heater TPR valve has an active leak or is obstructed or relief valve discharge piping is damaged, capped, has an upward slope, or is constructed of unsuitable material.
2. Hazards that represent a potential threat to the health and safety of the family must be corrected within 72 hours. Examples include, but are not limited to:
   a. Heating system does not maintain a temperature of at least 68° Fahrenheit when the outside temperature is below 60° Fahrenheit.

    b. The unit lacks hot water.

3. If the inspector becomes aware or finds evidence that the unit has a bed bug infestation, this will result in an automatic fail for the inspection. The inspector will return after treatment to conduct the remainder of the inspection.

If a family is issued a voucher to move because the HQS/NSPIRE inspection revealed the unit is in a condition that poses a threat to the health and safety of the family, the HASA may notify the appropriate city or county officials.

H. Health and Safety Determinations

Within NSPIRE, there are three (3) determinations that apply to the HCV program, i.e. Life Threatening, Severe/Moderate, and Low.

1. Life threatening involves deficiencies that, if evident in the home or on the property, present a high risk of death or severe illness or injury to the resident(s). (See emergency/automatic fail items in part G for timeframes and further explanations for this determination.)

2. Severe/Moderate involve deficiencies that, if evident in the home or on the property present a high risk of:

    a. permanent disability; serious injury or illness; adverse medical event requiring a healthcare visit; temporary harm; compromised safety or security of a resident or their property; or if left untreated, cause or worsen a chronic condition that may have long-lasting adverse health effects.

    b. Correction time for severe/moderate level of deficiencies require correction within 30 days of the failed inspection.

    c. The majority of deficiency items will dictate the level of severity and corresponding repair time. In cases that are not clearly defined, inspector discretion may be used or will be further defined within this policy. One such example includes the following:

        i. A handrail will be required to be installed where there are 4 or more stair risers present and/or where there is a ramp that has a rise of 6 inches or a horizontal projection of 72 inches. Where there is a ramp with a rise greater than 6 inches or a horizontal projection greater than 72 inches, there must be a handrail on both sides. These criteria will be evaluated for the unit, inside, and outside as applicable. A deficiency in this requirement will require a 30-day repair timeframe.

3. Low severity involves deficiencies critical to habitability but not presenting a substantive health or safety risk to resident(s). Correction time for Low severity is n/a.

I. Complaint Inspections

1. The HASA shall respond, by phone, to all families reporting violations of HQS/NSPIRE in their unit and to calls made by the general public reporting violations in an assisted unit.

2. Once the complaint is received, the HASA shall immediately attempt to notify the family and the Owner/Property Manager of the complaint by phone and give the Owner/Property Manager and/or family a reasonable amount of time to address the complaint and make necessary repairs. This phone call will be followed up by a letter with the same information, and the date and time of the scheduled re-inspection.

3. Upon re-inspection of the unit, if the HQS/NSPIRE violations have not been addressed appropriately within the time frame specified, the HASA shall take the steps outlined for such situations according to the terms of the HAP contract.

4. Hazards that pose no threat to the health and safety of families must be corrected within 30 days.

J. Re-Inspection Process

The HASA shall schedule a re-inspection and provide written notification of the date and time via mail or email to the Owner/Property Manager and the family. Routine re-inspection appointments shall occur no later than 30 days after the unit fails inspection. Failure to have all non-emergency repairs made within the time frame shall result in the HASA abating payment of the HAP to the Owner/Property Manager, cancelling the HAP contract, and relocating the family.

K. Abatement of HAP

1. The HASA shall abate the HAP to the Owner/Property Manager for units that fail HQS/NSPIRE when the Owner/Property Manager fails to make acceptable corrections within the required time frame.
2. The HASA shall not abate payments to the Owner/Property Manager for violations of HQS/NSPIRE that are the family's responsibility. The HASA will act promptly in notifying the family of the intent to terminate housing due to noncompliance.
3. The HASA shall offer a transfer voucher to the family when payments to the Owner/Property Manager are abated due to no fault of the family. Per HOTMA regulation, the HASA must give any family residing in a unit for which the HAP contract is terminated under abatement at least 90 days to lease a new unit.
    a. This section is applicable to HAP contracts that were either executed on or after or renewed after June 6, 2024. The contract is considered renewed if the HAP contract continues beyond the initial term of the lease. For all other HAP contracts, 24 CFR 082.404 as in effect on June 6, 2024 remains applicable.
    b. The HASA must issue the family its voucher to move at least 30 days prior to the termination of the HAP contract. As such, the HASA will make every effort to issue the voucher within the first 2 weeks of the abatement starting.
        i. The HASA shall cancel the HAP contract when the family moves from the unit or 60 days after the abatement start date, whichever comes first.
        ii. If the HASA initiates action to abate the HAP for the unit, the family must move from the unit. If the family chooses not to move, the HASA shall terminate the assistance to the family in accordance with the HAP contract.
        iii. If the family has not submitted an approved RFTA by day 60 into the abatement voucher, the HASA will start the termination process to provide the participant with the required 30-day notice of an upcoming termination. This will give the participant an additional 30 days in the unit but the HASA will not be paying HAP during that time and is only for the termination procedures to be followed. This will also allow for the 90 timeframes to search as required under HOTMA.
    c. The HASA will not allow the abatement time period to exceed 180 days under any circumstances.
4. The HASA will abate the HAP when the unit fails a re-inspection for a violation of HQS/NSPIRE that is the responsibility of the Owner/Property Manager, and may take action to ban the Owner/Property Manager from participating in the HASA HCV Program.
5. Once it is determined to abate the HAP, the Owner/Property Manager shall be notified in writing of the HASA's intent to abate and move the family.
    a. An abatement hold will be placed immediately following failed inspection that includes life- threatening deficiencies if not repaired within 24-72 hours. See Part G above.
    b. An abatement hold will be placed following a second failed inspection. The HQS/NSPIRE Inspector will schedule a third and final inspection prior to the abatement beginning. If the unit continues to fail, the abatement will hold.
    c. Once an abatement has begun, the HQS/NSPIRE inspector will not schedule another inspection unless requested by the landlord to confirm deficiencies have been corrected.
    ~~d. The HASA shall cancel the HAP contract when the family moves from the unit or 60 days after the abatement start date, whichever comes first.~~

   e. Should the participant family receive an eviction as a result of or during the abatement period but was not in direct violation or pending termination for noncompliance with the HCV Program, the HASA will waive the 3-year ban with the termination. For example, if the tenant was issued a voucher timely with the start of the abatement and failed to utilize the voucher in time or in the event of a nonrenewal of lease but the tenant fails to utilize the voucher in time. It is important to note, if the tenant is in other violation to the program, i.e., unauthorized resident investigation/termination, criminal activity, etc. the ban would not be waived.

6. ~~If the HASA initiates action to abate the HAP for the unit, the family must move from the unit. If the family chooses not to move, the HASA shall terminate the assistance to the family in accordance with the HAP contract. If the family has not submitted an approved RFTA by day 45 into the abatement voucher, the HASA will start the termination process to provide the participant with the required 30-day notice of an upcoming termination. This will give the participant an additional 30 days in the unit but the HASA will not be paying HAP during that time and is only for the termination procedures to be followed.~~

L. Family HQS/NSPIRE Violations

In accordance with the HUD Tenancy Addendum (HUD-52641A), a breach of the HQS/NSPIRE caused by the family is not the responsibility of the Owner/Property Manager. The HASA will terminate assistance to the family if the family fails to correct an HQS/NSPIRE breach caused by the family or a guest of the family within the specified time frame.

SECTION XX: RE-EXAMINATION AND RE-CERTIFICATION OF FAMILY ELIGIBILITY

At least 60 to 90 days prior to the anniversary date of the HAP contract, participating families will be required to attend a recertification interview to:

1. Advise the HASA of any changes in the family's size or circumstances.
2. Submit documentation to the HASA regarding current household composition, income, assets, asset income, and expense information. A local CBC will be conducted for all household members 18 years of age and older.

Participating families will be notified to attend the recertification interview at least 10 days prior to the first meeting. Failure to attend will automatically result in an invitation to the second chance meeting that will be scheduled two weeks after the first meeting. If the participant family fails to attend the second chance meeting, there will be a final notice mailed as an intent to terminate housing assistance with a final date to complete the required paperwork. Failure to do so will result in termination proceedings. The total span of this process will be no longer than 1 month.

If there are extenuating circumstances, the participant family must provide verifiable proof, such as a medical emergency, hospitalization, etc. This proof will be reviewed and a determination made as to whether an extension may be granted to complete this process. Extensions will be determined on a case-by-case basis.

Any changes in the family's portion of rent that results from this reexamination will become effective on the anniversary date of the HAP contract.

A. HOTMA Requirements

With the adoption of the HOTMA requirements in this Administrative Plan, there are two new factors governing eligibility for continued HCV assistance. All current HCV participants: (24 CFR 5.618)

1. Asset Limitation for Current Participants (continued assistance)

   a. The HASA will use a "total non-enforcement" policy in regards to the asset limitation at annual and interim reexamination. This means the HASA will not initiate termination or eviction proceedings for a family for non-compliance with the asset limitation. This will be applied the same for all families within a program.

b. The HASA will still be 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.

c. As such, the HASA will still determine whether the family owns real property that must be included in net family assets. However, in adopting a total non-enforcement policy, the HASA will not be required to obtain and verify additional information about owned real property strictly to determine whether it qualifies for an exemption under 24 CFR 5.618 (e.g., whether owned real property is suitable for occupancy). For example, if the HASA finds a family owns real property, that real property would need to be included in the calculation of net family assets unless it is specifically excluded by 24 CFR 5.603, but the HASA would not need to inquire whether it was suitable for occupancy.

2. Asset Limitation for Applicants (at new admission):

   a. Applicants must not have net family assets valued at over $100,000 (as adjusted for inflation)

   b. Applicants must not have real property that is suitable for occupancy, i.e. must not own a home they could live in. This standard will be met if an applicant owns a home that is not suitable for the applicant/participant's disabilities, is in uninhabitable condition, or is located too far from an applicant's work to make community feasible.

      i. If the applicant sells the house that they could live in to dispose of the asset; if sold for less than fair market value, it will be counted as an asset for two years.

3. Income

   a. Unlike when processing for an interim reexamination as discussed below or at intake, at the annual reexamination, the HASA will determine income of the family for the previous 12-month period.

      i. The HASA will take into account any redetermination from an interim reexamination during the reporting period; and

      ii. The HASA will make any adjustments to reflect current income if there were any changes during that period.

   b. Income from assets will be considered anticipated, however, irrespective of the income examination type.

B. Changes in Income

1. Upon implementation of HOTMA, under regulation, PHAs are not required to perform interim rent adjustments if they believe that the difference in a family's annual income (either an increase or a decrease) will amount to a difference of less than 10 percent. All changes in income or composition must be reported within 10 calendar days of the effective date of the change to be considered "timely".

2. Timeframe for reporting will be considered timely or untimely as follows:

   a. Timely reporting to an increase in rent means the family must be provided a minimum of 30 calendar days' notice of the rent increase. The rent increase will be effective on the first of the month following the end of the 30-day notice.

   b. Timely reporting to a decrease in rent means the decrease will be effective the first day of the month after the date of the actual change leading to the interim reexamination of the family as long as verifications are provided or received.

   c. Untimely reporting related to an increase in rent will have the rent increase implemented retroactively to the first of the month following the date of the change leading to the interim reexamination. The family will owe a one-time payment equal to the difference in the rent paid and in the new increased rent for each monthly rental period from the time of the change in circumstances through the date of the interim reexamination.

d. Untimely reporting related to a decrease in rent means the decrease will be implemented no later than the first of the month following completion of the reexamination. However, the HASA has discretion if it is determined that the late report was due to circumstances outside the family's control and can then make the decrease effective retroactively. If this is determined to be accurate and true, the HASA may apply the retroactive decrease beginning on the later of the first of the month following the date of the actual decrease in income or the effective date of the most recent admission, interim, or annual income examination if verified accordingly. A rent adjustment cannot be retroactive to a date prior to the last income examination. Situations that may warrant such consideration could include:
    i. Medical emergency
    ii. Natural disaster
    iii. Wage theft by the employer
    iv. Disruptions to the PHA operations

e. In case of any rent adjustment, the family will be provided with clear, written communication after the interim reexamination that shows: any one-time charge or credit due to a retroactive adjustment; the new monthly rent due; the date that rent is due; the date of the family's next annual income reexamination. This will be done in the form of a contract addendum majority of the time except in the case of repayment which will be a written notice.

f. Funds will be returned to the housing provider. Funds will only be provided directly to a family if they no longer reside in the unit.

3. Processing Interim Changes

The HASA requires that the family report changes to income, household composition, etc. within 10 days of the change. The HASA will then process accordingly under pre-HOTMA procedures prior to 01/01/2025, i.e. processing all changes within 30-60 days of the reporting. After 01/01/2025 to the policies below apply. If the interim is not performed, the HASA will document accordingly in the tenant file. The HASA will estimate the income of the family for the upcoming 12-month period to determine family income for an interim reexamination.

The PHA will conduct an interim within a reasonable time after the family request or when the PHA becomes aware of the change. Reasonable time may vary based on the amount of time it takes to verify information but, in most cases, will be processed no longer than 30 days after the changes in income are reported. The PHA will review the Enterprise Income Verification (EIV) Income report as necessary at an interim re-examination if a discrepancy is noted or other instance requires the review of EIV for investigation. Otherwise, the PHA will only review EIV at Annual Re-examination. The IVT report will be reviewed with each interim reexamination and the EIV New Hires Report will be reviewed on a quarterly basis to ensure accurate reporting with the understanding of the interim processing as described below.

In addition, PHAs may decline to do interim adjustments in the last 3 months before a family's annual or biennial reexamination. If failing to perform an interim adjustment will make it impossible for a family to pay rent, the PHA may conduct the interim adjustment in the last 3 months before reexamination. The HASA will adopt this policy.

PHA 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**
Decrease in income for any reason, except for decrease that lasts less than 30 days, is subject to Imputed Welfare Income Rules, or will decrease annual income by less than 10 percent.	The HASA will process all decreases in income that are reported by the family.

Increase in verified family deductions	Process interim rent reduction if income decrease will last more than 30 days and reduces annual income by more than 10 percent. 24 CFR 5.609
Increase in income following PHA granting interim rent decrease	Process interim increase for income increases after interim rent reductions; the HASA will perform interims for increases in earned income when the 10% threshold is met.
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
Increase in unearned income (e.g., COLA adjustment for social security)	HASA does not have the discretion to disregard increases in unearned income for the purposes of conducting an interim reexamination. As such, interim will be processed under this type of increase if it meets the 10% threshold.
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.
Increase in income because the family misrepresented their income/circumstances at an interim or annual reexamination	Conduct an interim reexamination of the family's income and raise rent retroactively to the date of the misrepresentation; family may owe the HASA for the miscalculation based on the family's incorrect reporting.
Increase in monetary or non-monetary income after Voucher Client claims zero income	Process an interim rent increase applying the 10% rule above.
Increase in earned and unearned income at the same time	The HASA will look at the earned and unearned income changes separate from each other to determine if the interim is performed. The HASA will conduct the interim when the increase meets 10% threshold separately and all other requirements are met. Furthermore, the change will be processed *only* for the earned or unearned income that meets the 10% threshold. For example, if the unearned income meets the 10% increase and the earned income does not; the interim will only be processed for the unearned income; the earned income will be processed at the next annual.
Family reports a series of smaller increases in adjusted income that may cumulatively meet or exceed the 10% threshold.	The HASA must conduct the interim if the cumulative changes in the annual cycle meet or exceed the 10% threshold.
Note: Imputed welfare rules are 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).	

1. Increases
   a. The HASA will process an interim increase in rent only if:
      i. The family reports a change in adjusted income that will result in an increase of 10% or more in annual adjusted income. The HASA will take into consideration not only changes to income but

will also consider changes to eligible expenses, if applicable, to determine if an interim reexamination will be completed.

ii. A change in unearned income will be an increase of more than 10 percent of annual income.

iii. There is an increase in earned income after the PHA has granted an interim rent reduction in the same reexam year.

iv. The participant has misrepresented or failed to report facts upon which rent is based, so the rent the participant is paying is less than it should have been in which case the HASA will apply the increase in rent retroactively to the month following the month in which the misrepresentation occurred and the participant will owe the HASA the debt.

v. The participant's income increases after the participant was granted an interim decrease in rent; or

vi. The participant reported zero income and has a verified increase in income (that may be a non-monetary contribution); or

vii. A person with income joins the household.

2. Decreases

   a. Families whose income decreases may request an interim reexamination any time during the year. An interim reexamination will be conducted when HASA becomes aware that the family's adjusted income has decreased. The HASA will not set a percentage threshold for determination; the HASA will process all decreases reported.

   b. A family's rent will not be decreased as a result of a reduction in welfare benefits based on welfare fraud by a member of the family, or the family's failure to comply with the welfare program requirements for work activities or participation in an economic self-sufficiency program, if verified by the welfare agency.

   c. If a reduction in welfare income results from the expiration of a lifetime limit on benefits or a loss of benefits because of a durational time limit on welfare benefits despite compliance, the HASA will use the reduced income in determining the family's annual income.

3. Zero Income Procedures

   a. The HASA may accept a self-certification of zero income from the family at admission and at reexamination without taking any additional steps to verify zero reported income. HUD does not require that such self-certification be notarized.

   b. The HASA will verify families' income in EIV within 120 days after admission. The HASA will inform families' that report zero income at admission that it is their responsibility to report the changes and be reminded that if unreported income appears on EIV/IVT at a later date, they will risk a recoupment investigation and may owe the HASA a debt as a result.

   c. The HASA will not assign monetary value to non-monetary in-kind donations from a food bank or similar organization received by the family in accordance with (24 CFR 5.609(B)(24)(vi)). The HASA will only initiate an interim reexamination only due to an increase in the family's adjusted income (24 CFR 5.657(c)(3); 882.515(b)(3); 882.515(b)(3); 891.410 (g)(2); 960.257(b)(3); and 982.516(c)(3)).

C. HASA Initiated Interim Reexaminations

The HASA may initiate an interim reexamination based on circumstances or criteria defined by the HASA, and not reported by the family.

1. The HASA will conduct interim reexaminations in each of the following instances:

a. For families receiving the EID, the HASA will conduct an interim reexamination at the start and conclusion of the second 12-month exclusion period (50 percent phase-in period). As of 1/1/24 in accordance with HOTMA, EID is no long applicable.

b. If the family has reported zero income and/or if the TTP equals the minimum rent, the HASA will conduct an interim reexamination every three months, as long as the family continues to report that they have no income, or the TTP continues to equal the minimum rent. Families may qualify for an exemption from this reexamination if due to reasonable accommodation as listed on the Zero/Low Income Meeting Exemption Form. Once HOTMA is in effect, the HASA will no longer conduct Zero/Low-income meetings. Families will be responsible for reporting within the requirements within this policy.

c. If, at the time of the annual reexamination, it is not feasible to anticipate a level of income for the next 12 months (i.e., seasonal or cyclic income), the HASA will schedule an interim reexamination to coincide with the end of the period for which it is feasible to project income.

d. If, at the time of the annual reexamination, tenant-provided documents were used on a provisional basis due to the lack of third-party verification, and third-party verification becomes available, the HASA will conduct an interim reexamination.

e. The HASA may conduct an interim reexamination at any time in order to correct an error in a previous reexamination, or to investigate a tenant fraud complaint.

2. In accordance with HOTMA implementation as of 01/01/2025: In addition, the family may experience changes that are considered “non-interim” changes as follows and the HASA will process and upload to the HUD reporting system on a HUD 50058:

   a. Adding or removing hardship exemption for child care expense deduction (see hardships section for more information);

   b. Updating or removing the phased-in hardship relief for the health and medical care expense deduction and/or reasonable attendant care and auxiliary apparatus expense deduction (see hardships section for more information);

   c. Adding or removing general hardship relief for the health and medical care expense deduction and/or reasonable attendant care and auxiliary apparatus expense deduction;

   d. Adding or removing a minimum rent hardship;

   e. Adding or removing a non-family member (i.e. live in aide, foster child, foster adult, etc.);

   f. Adding or removing a family member and the increase in adjusted income does not trigger an interim reexamination under the HOTMA final rule.;

   g. Adding or updating a household member’s SSN; and

   h. Updating citizenship status for eligible to ineligible or vice versa, if applicable.

D. Other Interim Changes

1. Families who wish to add an adult, who is not a spouse or co-head, to the household must complete an interim form to add the requested household member. The requested household member must have some form of income and must not increase the eligible voucher size. A spouse/co-head will be added regardless of income or increased subsidy. The household member must also meet all screening criteria. An income reexamination will be conducted with the change of household composition to account for new income from the additional person.

2. Families who wish to add minor children to their household may do so if:

   a. The child is born into the household.

   b. The child is legally adopted into the household.

c. Court-awarded custody is granted to an adult already in the household.

d. The child is placed in the household by CPS.

e. A notarized statement, from a birth parent listed on the child's birth certificate or the current legal guardian, giving physical custody of the child to an adult household member. In cases when neither one of the birth parents or the legal guardian is able to provide a notarized statement, other forms of verification will be accepted on a case-by-case basis.

E. Changes in Family Size

1. Changes in Family Size

   a. If the family size increases while the family is receiving assistance under the HCV Program, and the family becomes eligible for a voucher, the HASA will issue the larger voucher at the family's request.

   b. If the increase in family size results in the assisted unit failing HQS or NSPIRE space standards, the HASA will issue the larger voucher at the family's request, but in any case, no later than the anniversary date of the current HAP contract, and the family will be required to find a larger unit. The HAP contract for an overcrowded unit will be terminated as of the anniversary date of the contract.

   c. If the family size decreases while the family is receiving assistance under the HCV Program, and the family becomes ineligible for the unit size it currently occupies, the HASA will issue the smaller voucher at the family's request, but in any case, no later than the anniversary date of the current HAP contract. The HAP contract for an oversized unit will be terminated as of the anniversary date of the contract.

   d. If the HASA proposes to terminate a HAP contract under the provisions of D(1)(b) or (c) above, it will notify the family of allowable exceptions to the HASA's occupancy standard (age, health, or handicap of an elderly or disabled family member), and the process by which the family can request an exception.

   e. The HASA will not terminate a HAP contract under the provisions of D(1)(c) above if it has determined that there is no acceptable unit available for rent by the family in the HASA jurisdiction.

2. Remaining Family Member

   a. Under certain circumstances, the original family composition may be altered when the HOH leaves the unit. A remaining family member, as defined by HUD, is an adult family member already in the household at the time the HOH permanently leaves the household.

   b. If the HOH passes away, or otherwise permanently leaves the household, and there is another eligible adult family member capable of assuming the HOH position, the HCV assistance will pass to the remaining family member, who will then become the HOH. If there are more than one qualified remaining family members, the family may designate any qualified family member as the HOH. The HOH must have the legal capacity to enter into a lease under State and local law. A minor who is emancipated under State law may be designated as HOH.

   c. Whenever an adult family member takes over the position of HOH as the remaining family member, they become responsible for any debts to the Owner/Property Manager or the HASA incurred by the previous HOH.

   d. If the HOH passes away or leaves the household permanently, the remaining family members must report this fact to the HASA in writing within 10 days after the HOH's departure.

4. Family Separations

   In cases of divorce or separation under a settlement or judicial decree, the HASA shall follow a court's ruling in determining which family members continue to receive HCV assistance. In cases where no settlement or judicial decree exists, the HASA will:

a. Grant the voucher to the family member who retains custody of the minor children or who cares for disabled family members,

b. Grant the voucher to the family members forced to leave a unit as a result of actual or threatened physical violence against the family members by a spouse or other family member of the household.

c. Will grant the voucher to the family member that provides housing for the minor children 51% or more of the time in the case of joint custody.

d. Will not grant both parents of minor children a voucher.

5. Family Absences from the Assisted Unit

a. If the HOH finds it necessary to be absent from the unit, due to illness requiring hospitalization, nursing home confinement, or employment outside the local area, including military service, for more than 30 consecutive days, they are required to notify the Owner/Property Manager and the HASA of their absence, and the date by which they expect to return. If the unit will be occupied during the family's absence by a caretaker not ordinarily a part of the household, the tenant must secure the Owner/Property Manager's permission for the arrangement, and must notify the HASA. If the HASA finds the assisted unit unoccupied, or occupied by someone other than the designated HOH or other adult member of the family, it will assume the family has vacated the unit and will terminate the HAP contract.

b. Under no circumstances may the family be absent from the assisted unit for more than 90 consecutive days. If the family's absence exceeds 90 days, the HASA will terminate the HAP contract.

c. If the family has given the notice required in 4a above, the family will be eligible to receive a new voucher within 180 days of the termination of the HAP contract, providing assistance is available under the HCV Program. For purposes of determining eligibility, these families will be considered as having been continuously assisted under the 1937 Act, and the very-low-income limitation will not apply.

d. If the required notice has not been given, or if more than 180 days have elapsed since the termination of the HAP contract, the family will not be eligible to resume assistance, and must reapply when applications are being accepted.

e. An exception will be considered for the benefit of minor children when there is no eligible remaining family member that has the legal capacity to enter into a lease under State and local law. If there is another eligible adult who was not previously a member of the household, and is available to move into the unit and assume the role as HOH, the HASA may consider the addition of this adult as the HOH. The adult assuming the role of HOH must obtain legal custody/guardianship of the minor children, as evidenced by a court order. The newly designated HOH must meet the HASA's eligibility standards and their income will be used to determine the family's share of housing assistance. For the benefit of the minor children, the newly designated HOH may assume permanent status as HOH if the initial HOH is unable to return to the unit and grants written authorization. In such cases, the initial HOH's claim to HCV assistance is forfeited. The new HOH would assume any outstanding debt incurred by the former HOH.

6. Family Moves with Continued Assistance

a. An assisted family in good standing, as determined by the HASA, may move to a new unit at any time with continued assistance if the HAP for the old unit has been terminated due to the Owners/Property Manager's breach, if the tenant has given the Owner/Property Manager notice consistent with the terms of the lease, or if there is a mutual agreement between the Owner/Property Manager and the family that the lease can be terminated.

b. The family must give the HASA at least a 30-day notice prior to moving out of their assisted unit. All paperwork must be completed and approved by the HASA prior to the family moving with continued assistance. If the family vacates the assisted unit prior to completing the move process, the family's assistance will be terminated and the family will be banned for three years.

c. The HASA does not limit when or how often an assisted family may move under the conditions described in (a) above.

d. Amounts paid for vacancy loss, tenant damages, and/or unpaid rent under an old form of the HAP contract must be repaid by the family prior to the HASA's issuance of a new voucher.

e. The family will be prohibited from moving under the following circumstances:

   i. If the family owes the HASA any amount in conjunction with a repayment agreement or owes the HASA an amount greater than or equal to $500 for overpaid HAP, UA or UR.

   ii. If the family owes the Owner/Property Manager for documented unpaid rent, late fees, or damages.

   iii. If the family is on housekeeping probation.

   iv. If the family is on Zero HAP status and paying all of their rent.

   v. If the family owes a balance to any other HA.

f. If the Owner/Property Manager has evicted the tenant for any reason, or if the HAP has been terminated because of the tenant's failure to meet their family obligations under the HCV program, assistance will be terminated, and the family will not be able to move to a new unit with continued assistance. In addition, the family will be banned for three years. Exception: the HOH is a victim of violence by another household member, and vacates the unit in order to flee from the perpetrator.

g. If the family is forced to move due to an unforeseen emergency, the family must contact their caseworker within 72 hours. All emergency transfers must be approved by the HCV Supervisor, Deputy Director, or Executive Director. An emergency includes, but is not limited to, circumstances causing the unit to be uninhabitable (fire, major water damage, etc.) or VAWA.

F. Failure to report changes (HOTMA implementation)

1. If the family fails to report an increase in income in accordance with this policy, the HASA will process the interim and the change would be retroactively applied. Therefore, a recoupment may be initiated for underpayment of rent on for the tenant's portion.

2. If the family fails to report a decrease, the HASA will process the interim after the report occurs and apply the decrease prospectively, i.e. the first rent period following the completion of the interim.

   a. In the event of extenuating circumstances that may inhibit timely reporting or a natural disaster, the HASA may consider processing a decrease retroactively. In this case, the effective date may not be applied prior to the later of the first of the month following the date of the change leading to the interim or the effective date of the family's most recent previous annual.

SECTION XXI: EVICTIONS AND TERMINATIONS

A. Evictions

1. An Owner/Property Manager may evict an HCV tenant at any time for serious or repeated violations of the lease, violation of local, State, or Federal laws applicable to the tenant's occupancy of the unit, violent criminal behavior by the tenant, a household member, or guest that threatens other residents or persons residing near the unit, or drug-related criminal activity.

2. After the first year, an Owner/Property Manager may give notice of lease termination to a HCV tenant for other good cause, including:

   b. Unwillingness by the family to accept a new lease or revision to the lease.

   - **c.** The Owners/Property Manager's desire to use the unit for personal or family use.
   - **d.** For a purpose other than as a residential unit.
   - **e.** A business or economic reason for termination of the tenancy.

3. The Owner/Property Manager must give the tenant a written notice of intention to terminate the lease, and the grounds for the termination, and must give a copy to the HASA. If the lease is being terminated for business or economic reasons, the Owner/Property Manager is required to give the tenant a 90-day notice.
4. An HCV tenant who is evicted for any reason will have his/her assistance terminated and will be banned for three years.

B. Termination of Assistance - Family Violations

1. The HASA will terminate assistance to HCV participants who fail to meet their family obligations under the program.
2. If the HOH or any household member has been arrested for any of the offenses listed in Section IX. B, but a criminal case has not yet been filed, the HCV worker will mail a letter to the HOH, and the offender if the offender is not the HOH, informing them that the HASA is aware that the person was arrested for an offense that could result in the termination of the housing assistance. The offender has the option of submitting legal proof that the arrest will not result in a criminal case being filed. If the required proof is submitted, no further action will be taken. If the proof is not submitted, the worker will monitor the arrest on a bi-monthly basis and proceed as protocol requires.
3. If the HOH or any household member has been charged with any of the offenses listed in Section IX. B, and the criminal case and is awaiting adjudication, the HCV worker will mail an Intent to Terminate Housing Assistance letter to the HOH, and to the offender if the offender is not the HOH, informing them that the HASA intends to terminate the housing assistance upon adjudication of the charge unless the charge is dismissed or the offender is acquitted.
4. The HASA will terminate assistance to participating families if the criminal case has been adjudicated, and the offending family member has been found to have engaged in the criminal behavior. The HASA considers any case dispositions other than dismissal, pre-trial diversion or intervention contract, or acquittal, as evidence that the family member did engage in the criminal behavior. This includes deferred adjudication as reason for termination. Any such terminations will result in the family being ineligible for assistance for three years from the effective date of termination.

   If the participant enters into a pre-trial diversion or intervention contract, the participant will be required to provide the official executed document to show the terms of the contract. The HASA will review and make final determination. If approved, with a pre-trial diversion or intervention contract, the participant will be placed on a Criminal Background Check (CBC) monitor for the term of the contract. The caseworker will monitor on a bi-monthly basis the status of the case. The participant will be required to meet all other program requirements to maintain housing assistance. Once the term of the contract is expired and the charge is dismissed, the CBC Monitor will be lifted and the participant will continue to receive housing assistance without interruption. If the contract is voided due to violation and results in any case disposition as defined above other than dismissal or acquittal, the assistance will be terminated in accordance with this policy.

   If a family member has been found to have engaged in the criminal behavior, the HOH will have the option of removing the offending family member from the household immediately. If the HOH chooses to remove the offending family member, and the HASA receives a subsequent report or otherwise has reason to believe that the offending family member is residing in the unit, the HOH understands that termination proceedings will begin immediately. The HOH will have the option of an Informal Hearing. Any such termination will result in the family being ineligible for assistance for three years from the effective date of termination.

   If the HOH chooses not to remove the offending family member, the HOH has the option of relinquishing the voucher without penalty.

If the HOH chooses not to remove the offending family member and chooses not to relinquish the voucher, the termination process will begin and the HOH has the option of requesting an Informal Hearing. See Section XXII, Informal Hearings for more information.

Drug-related criminal activity includes the use, possession, transport, purchase, or sale of any controlled substance or illegal street drug, whether or not the activity occurs in or near the assisted unit. The HASA will make its decision regarding the termination of assistance based on the criminal case disposition.

EXCEPTION: In situations of domestic violence, dating violence, sexual assault and stalking, assistance of the victim will not be terminated. See the VAWA Policy, which is incorporated into this policy by reference.

5. The HASA will terminate assistance to tenants who commit fraud in connection with the HCV program. Intentional misrepresentation of the family's composition, income, preferences, or allowable deductions at the initial eligibility interview or annual reexamination will be considered fraud, and will be grounds for the immediate termination of the family's assistance. Any such terminations will result in the family being ineligible for assistance for three years from the effective date of termination.

6. The HASA will terminate assistance to tenants who refuse to enter into repayment agreements for amounts owed the HASA under the Public Housing or HCV programs. Any such terminations will result in the family being ineligible for assistance for three years from the effective date of termination.

7. The HASA will terminate assistance to tenants who fail to make their monthly payments under an existing repayment agreement. Any such terminations will result in the family being ineligible for assistance for three years from the effective date of termination.

8. The HASA will terminate assistance to participants who willfully or persistently fail to meet the goal of obtaining or retaining employment in connection with WTW HCVs.

9. The HASA will terminate assistance to participants who move out of their assisted unit/skip without prior HASA permission. Any such terminations will result in the family being ineligible for assistance for three years from the effective date of termination.

EXCEPTION: The HOH is a victim of violence by another household member, and vacates the unit in order to flee from the perpetrator.

10. The HASA will terminate assistance to participants who have engaged in abusive language/behavior and threats towards HASA staff. Any such terminations will result in the family being ineligible for assistance for three years from the effective date of termination.

C. Termination of Assistance- Family Request

1. A family may, at any time, decide to give up assistance. The family must provide the HASA and Owner/Property Manager a 30-day written notice prior to ending their assistance. Failure to do so will result in admission being denied for three years from the date of termination. The HASA may waive the 30-day requirement for extenuating circumstances that are verifiable.

2. Requests to terminate assistance are considered final once received by the HASA.

D. Termination of Assistance - Owner/Property Manager Violations

The HASA rights and remedies against the Owner/Property Manager under the HAP contract include recovery of overpayments, abatement or other reduction of HAP, termination of HAP, and termination of the HAP contract. The HAP Contract will be terminated if:

1. The Owner/Property Manager has committed fraud, bribery, or any other criminal act in connection with any Federal housing program.

2. The Owner/Property Manager has violated any obligation under the HAP contract for the dwelling unit, including the Owners/Property Manager's obligation to maintain the unit in accordance with the HQS/NSPIRE.

3. The Owner/Property Manager has violated any obligation under any other HAP contract under Section 8 of the 1937 Act (42 U.S.C. 1437f).

4. The Owner/Property Manager has engaged in drug-related criminal activity.

5. If the Owner/Property Manager has committed any violent criminal activity.

E. Termination of Assistance-Miscellaneous

1. The HASA will terminate the family's assistance if HAP has not been paid on their behalf for six months due to the family being over income.

2. During periods of insufficient funding, the HASA may terminate families, as a last case scenario, to avoid shortfall. The HASA will use the following criteria:

    a. Participants not classified as elderly or disabled and are not holding a special voucher will be terminated first according to the length of time they have been on the program, starting from the oldest. Those terminated under this section will be placed at the top of the waiting list to ensure that they receive their voucher back as soon as funding allows.

    b. Participants classified as elderly, disabled, or are holding a special voucher will be terminated last according to the length of time they have been on the program, starting from the oldest. Those terminated under this section will be placed at the top of the waiting list to ensure that they receive their voucher back as soon as funding allows.

SECTION XXII: INFORMAL HEARINGS

A. When hearing is required

Before terminating assistance for a family, the HASA will give a participant family an opportunity for an informal hearing, when one is required under this section, to consider whether the following HASA decisions relating to the individual circumstances of a participant family are in accordance with the law, HUD regulations, and HASA policies.

The HASA is required to provide a participant family an opportunity for an informal hearing for any of the following:

1. A determination of the family's annual or adjusted income, and the use of such income to compute the HAP.

2. A determination of the appropriate UA (if any) for tenant paid utilities from the HASA UA schedule.

3. A determination of the family unit size under the HASA subsidy standards.

4. A determination that a family is residing in a unit with a larger number of bedrooms than appropriate for the family unit size under the HASA subsidy standards, or the HASA determination to deny the family's request for an exception from the standards.

5. A determination to terminate assistance for a participant family because of the family's action or failure to act.

6. A determination to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under HASA policy and HUD rules.

B. When hearing is not required

The HASA is not required to provide a participant family an opportunity for an informal hearing for any of the following:

1. Discretionary administrative determinations by the HASA.

2. General policy issues or class grievances.

3. Establishment of the HASA schedule of UAs for families in the program.

4. A HASA determination not to approve an extension or suspension of a voucher term.

5. A HASA determination not to approve a unit or lease.

6. A HASA determination that an assisted unit is not in compliance with HQS/NSPIRE. However, the HASA will provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of the HQS/NSPIRE caused by the family as described in 24 CFR 982.551(c).

7. A HASA determination that the unit is not in accordance with HQS/NSPIRE because of the family size.

8. A determination by the HASA to exercise or not to exercise any right or remedy against the Owner/Property Manager under a HAP contract.

C. Notice to Family.

1. In the cases described in paragraphs A1, A2, and A3 of this section, the HASA will notify the family that the family may ask for an explanation of the basis of the HASA determination, and that if the family does not agree with the determination, the family may request an informal hearing on the decision.

2. In the cases described in A4, A5, and A6, the HASA will give the family prompt written notice that the family may request a hearing. The notice will:

    a. Contain a brief statement of reasons for the decision.

    b. State that if the family does not agree with the decision, the family may request an informal hearing on the decision.

    c. State the deadline for the family to request an informal hearing.

D. Timeframe for Informal Hearing

Where a hearing for a participant family is required under this section, the HASA will proceed with the hearing in a reasonably expeditious manner upon the request of the family.

E. Procedures

Informal hearings will be conducted according to the HASA's Informal Review/Hearing Procedures.

SECTION XXIII: PROGRAM MANAGEMENT

A. Revising Utility Allowance Schedules

1. At least annually, the HASA will obtain and analyze utility rate data for all utility providers in the local jurisdiction, and will determine whether there has been a change of 10% or more in the rate for any utility since the last revision of the UA Schedule.

2. If there has been a change of 10% or more, an appropriate adjustment to the schedule will be made. No adjustment will be made for any increase calculated to be less than $1 per unit month.

B. Revising Voucher Payment Standards

1. At least annually, the HASA will determine whether the payment standard is adequate to allow families to find housing. The HASA will analyze data on current HCV participants, and will determine whether the number of HCV participants paying more than 40% of their adjusted gross income for rent and utilities is significant.

2. If the HASA determines that a significant number of HCV participants are paying more than 40%, data on the rent and utility cost of units in the market area will also be examined to determine whether there is an adequate supply of rental units of all sizes available at or below the payment standard for families who do not choose to accept an excessive rent burden.

3. The payment standard for each unit size will be set at a level adequate to allow families to lease units under the HCV Program. However, under no circumstances will the voucher payment standard be set at less than 90% or more than 110% of the published FMR without HUD approval, unless the reason for the increase is based on increased cost of utilities, in which case the payment standard may be raised up to 120% of FMR without HUD approval.

C. Administrative Fee Reserve

1. The HASA maintains an administrative fee reserve for the HCV program. The HASA credits to the administrative fee reserve the total of:

    a. The amount by which program administrative fees paid by HUD for a fiscal year exceed the HASA's program expenses for the fiscal year, plus

    b. Interest earned on the administrative fee reserve.

2. If funds in the administrative fee reserve are not needed to cover the HASA's HCV administrative expenses, the HASA may use these funds for other housing purposes permitted by State and local law. However, HUD may prohibit use of the funds for certain purposes.

D. Quality Control

For SEMAP purposes, quality control will be performed in the following areas:

1. Selection from the Waiting List.

2. Rent Reasonableness.

3. Determination of Adjusted income.

4. HQS/NSPIRE

SECTION XXIV: PROGRAM INTEGRITY

Investigating Errors and Program Abuse

The HASA will review all referrals, specific allegations, complaints, and tips concerning possible fraud or abuse of the HCV Program from any source, including other agencies, companies, and individuals, to determine if they warrant investigation. In order for the HASA to investigate, the allegation must contain at least one independently-verifiable item of information, such as the name of an employer or the name of an unauthorized resident. Use of a participant's physical or mailing address constitutes supporting documentation for allegations of an unauthorized resident. The HASA will investigate inconsistent information related to the family that is identified through file reviews and the verification process.

A. Family-Caused Errors and Program Abuse

1. Family-caused errors and program abuse may include, but is not limited to, the use of a false name or falsified, forged, or altered documents, and intentional misreporting or omission of family information or circumstances (e.g., household income, family composition), and will be considered evidence of family program abuse. If a family is found to have committed perjury by any legal means, the family will be removed from the HCV Program for a minimum of 3 years.

2. In cases involving income, including asset income, expenses, and/or allowances resulting in an overpayment of HAP or a UR, a recoupment will be calculated. The family will be required to repay the HASA for any amount totaling in excess of $500 for overpayment of HAP to the owner/property manager, any UA provided to the

participant that was not utilized, and/or any overpayment of UR to the participant. If a recoupment amount totals less than $500 and a subsequent recoupment is necessary, the initial recoupment amount will be added to the subsequent recoupment amount and the participant will be required to pay the entire balance to the HASA, regardless of the amount. If a 3rd recoupment is necessary for additional unreported changes, the family will be terminated from the program.

3. The HASA may, but is not required to, offer the family a repayment agreement. A maximum of two repayment agreements may be offered. If the family fails to repay the excess subsidy or defaults on the repayment agreement, the HASA will terminate the family's assistance.

4. Applicants and participants who knowingly submit an RFTA packet with fraudulent information will be subject to the denial/termination process.

B. Owner/Property Manager-Caused Error or Program Abuse

In all cases of overpayment of subsidy to the Owner/Property Manager, the Owner/Property Manager must repay to the HASA any excess subsidy received. The HASA may recover overpaid amounts by withholding HAP due for subsequent months, or in some cases, the HASA may allow the Owner/Property Manager to pay in installments over a period of time. Owner/Property Managers who knowingly complete an RFTA packet with fraudulent information will no longer be accepted as an Owner/Property Manager for the HCV program.

C. HASA-Caused Errors or Program Abuse

1. Once the HASA 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.

2. Neither a family nor an Owner/Property Manager is required to repay an overpayment of subsidy if the overpayment is caused by HASA staff. Once the HASA becomes aware of the error the family will be provided with a 30-day notice of the increase to their rent portion.

3. The HASA will take corrective action to credit or repay a family if the family was overcharged tenant rent, including di minimis errors, in the income determination. The family's rent portion will be temporarily adjusted down with additional HAP going to the property owner. The HASA will send a letter to the family and the landlord prior to the change in payments notifying them of the change and the duration of the change. If the participant has vacated the unit, the credit will be mailed or provided to the family within 1 month of becoming aware of the error if the HASA is aware of a forwarding address.

4. The HASA must reimburse a family for any underpayment of subsidy, regardless of whether the underpayment was the result of staff-caused error or staff or Owner/Property Manager program abuse. Funds for this reimbursement must come from the HASA's administrative fee reserves. The HASA will not reimburse the family for any underpayment of assistance when the underpayment clearly is caused by the family.

SECTION XXV: PANDEMIC POLICY

When a Pandemic is declared, the HASA will follow all state and national guidelines, as well as recommendations from the Center for Disease Control (CDC). During such times, HUD may issue waivers for the HCV program, as was the case in PIH 2020-05 in response to COVID-19. The HASA will take and use such waivers, as necessary, to maintain operations. A notice of used waivers will be posted on our website at www.sanangelopha.com. In such cases, the HASA will follow all guidance as issued and will abide by all time frames mandated. The HASA's goal during times of pandemic is to minimize negative impact to participants while keeping staff safe.

SECTION XXVI: LANDLORD RECRUITMENT & RETENTION

A. Recruitment and Outreach

The HASA recognizes that HUD requires PHAs to ensure that very low-income families have access to all types and ranges of affordable housing within the jurisdiction of the HASA. HUD places a specific emphasis on access to housing outside areas that have a higher concentration of poverty or minorities. In order to do this, the HASA recognizes the need to identify and recruit owners who represent these types and ranges of affordable housing within said jurisdiction and who are willing to participate in the HCV Program. Part of establishing a relationship with various owners/landlords will involve owner outreach to provide education and understanding about the program and its advantages. The HASA will actively recruit owners/landlords outside of the concentrated areas described above which will include the following strategies:

1. Contacting owners, landlords, and/or property managers by phone or in-person
2. Creating and distributing landlord packets that include information about the program to owners, landlords, and/or property managers.
3. Holding at least semi-annual meetings with owners and their representatives.
4. Holding owner recruitment/information meetings at least once a year (with a virtual option)
5. Developing working relationships with owners, landlords, and/or property managers
6. Outreach strategies will be monitored for effectiveness, and adapted accordingly.

B. Retention

The HASA also recognizes that the PHA must also make every effort towards retention of owners, landlords, and property managers. This occurs through customer service that encourages continued and active participation in the HCV Program with the HASA. These efforts will include the following:

1. The HASA will create and provide landlord packets to each prospective and active landlord and will also provide updated information as required and necessary. These packets will be created in an "easy-to-understand" manner and will include the following information:
    a. Inspection information about HUD Housing Quality Standards (HQS) / National Standards for the Inspection of Real Estate (NSPIRE)
    b. Resource materials
    c. Information regarding the term of the HAP contract
    d. Information and example of the Request for Tenancy Approval (RFTA) packet and process.
    e. Additional information on how the program operates
2. The HASA will maintain a quarterly HCV Landlord Newsletter to be distributed with the HAP that will include regular updates and reminders.
3. All HASA activities that may affect an owner's ability to lease a unit will be processed as rapidly as possible, in order to minimize vacancy losses for owners.
4. Furthermore, in an effort to ensure new owner participation and success, the HASA will also do the following:
    a. Provide the owner with the contact information for the HQS/NSPIRE Inspector and HCV Manager
    b. Coordinating inspection and leasing activities between the PHA, the owner, and the family to facilitate a smooth and quick leasing process.
    c. Additional services may be undertaken on an as-needed basis, and as resources permit.

SECTION XXVII: DEFINITIONS

1937 Act

United States Housing Act of 1937 (42 U.S.C. 1437 et seq.)

Absent Family Members

A person who is absent from the family, either temporarily, or permanently, as a result of educational activities, foster care placement, employment, illness, incarceration, and court order, etc. A family member will be considered temporarily absent if they are expected to be absent from the assisted unit for 90 consecutive days or less; a family member will be considered permanently absent if they are expected to be absent from the assisted unit for 90 consecutive days or more. A temporarily absent family member will still be counted in the household whereas a permanently absent family member will no longer be counted in the household. The following are exceptions to this general policy:

A. Absent Students (See Sec. IX under General Eligibility #5)

B. Absences Due to Foster Care Placement (24 CFR 5.403) (See Sec. XII(A)(2)(b))

   In addition to consideration as a family member, if a child has been placed in foster care, the HASA will verify whether there is an expected return date to the home. If the respective agency verifies that the child has been permanently removed, the child will not be counted as a family member.

C. Absent Head, Spouse, or Co-head (See Sec. XX (D)(2))

   Per HUD regulations, if the HOH is the only member of the family, then the HOH may not be absent more than 90 consecutive days without the HAP contract terminating.

D. Return of Permanently Absent Family Members

   If the HASA deemed a family member to be permanently absent previously, the family must request HASA approval for them to return to the assisted household. This individual will be subject to the eligibility and screening process.

Absorption

In portability (under subpart H of 24 CFR 982): the point at which a receiving PHA stops billing the initial PHA for assistance on behalf of a portable family. The receiving PHA uses funds available under the receiving PHA consolidated ACC.

Actual and Imminent Threat (VAWA)

Refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur. (24 CFR 5.2003)

ADA

The Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.).

Adjudicated

The formal judgment or decision has been made about a charge brought before a Court. Adjudication includes the disposition of Deferred Adjudication.

Adjusted Income

Total annual income for the household less the deductions and exemptions found at 24 CFR 5.611.

Adult

A person who is 18 years of age or older or who is a minor who has been emancipated or designated as “sui juris” under any Federal, State, or tribal law.

Affiliated Individual

With respect to an individual, means: (1) a spouse, parent, brother, sister, or child of that individual, or a person to whom that individual stands in the place of a parent or guardian (for example, the affiliated individual is a person in the care, custody, or control of that individual); or (2) any individual, tenant, or lawful occupant living in the household of that individual. (24 CFR 5.2003)

Alteration

Any change in a facility or its permanent fixtures or equipment. Does not include: normal maintenance or repairs, re-roofing, interior decoration or changes to the mechanical systems.

Administrative Fee

Fee paid by HUD to the PHA for administration of the program. (24 CFR 982.152)

Administrative Fee Reserve (formerly "Operating Reserve")

Account established by PHA from excess administrative fee income. The administrative fee reserve must be used for housing purposes. (24 CFR 982.155)

Administrative Plan

The plan that describes PHA policies for administration of the tenant-based programs. (24 CFR 982.54)

Admission

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

ALJ

An Administrative Law Judge appointed to HUD pursuant to 5 U.S.C. 3105 or detailed to HUD pursuant to 5 U.S.C. 3344.

Annual Contributions Contract (ACC)

The written contract between HUD and a PHA by which HUD agrees to provide funding for a program under the 1937 Act, and the PHA agrees to comply with HUD requirements for the program.

Annual Income

Upon final implementation of HOTMA, the HASA will use the definition of annual income and excluded income as described in Section XVII(A) AND XVII(B).

Prior to final implementation of HOMTA, the HASA will utilize the following definition: Annual income is the anticipated total income from all sources, including net income derived from assets received by the family head and spouse, and by each additional adult family member. It includes all net income from assets for the 12-month period following the effective date of initial determination or re-examination of income.

To annualize full-time employment, multiply as follows:

1. Hourly wages by 2080 hours
2. Weekly wages by 52
3. Bi-weekly wages by 26
4. Semi-monthly wages by 24
5. Monthly amount by 12

Income includes, but is not limited to: (24 CFR 5.609)

1. Full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
2. Net income from operation of a business or profession, including any withdrawal of cash or assets from the operation of the business. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining the net income from a business. An allowance for the straight-line depreciation of assets used in a business or profession may be deducted as provided in IRS regulations.

Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the business.

3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness will not be used as deductions in determining net income. An allowance for the straight-line depreciation of real or personal property is permitted. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the property.

   Where the family has net family assets greater than $5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate as determined by the HUD field office.

4. Full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump sum amount or prospective monthly amounts for the delayed start of a periodic amount other than social security or supplemental security income (SSI).
5. Payments in lieu of earnings, such as unemployment, disability compensation, worker's compensation and severance pay.
6. All welfare assistance payments received by or on behalf of any family member.
7. Periodic and determinable allowances, such as alimony and child support payments, and regular cash contributions or gifts received from agencies or persons not residing in the dwelling made to or on behalf of family members.
8. All regular pay, special pay, and allowances of a family member in the Armed Forces.
9. Imputed welfare income amount (see definition) if family has received a specified welfare benefit reduction as a result of fraud by a family member in connection with the welfare program, or because of welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.

Income does not include: (24 CFR 5.609)

1. Income from the employment of children (including foster children) under the age of 18 years
2. Payments received for the care of foster children or foster adults.
3. Lump sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance, and worker's compensation), capital gains, and settlement for personal property losses.
4. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member.
5. Income of a LIA. (24 CFR 5.403)
6. Full amount of student financial assistance paid directly to the student or the educational institution.
7. Special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
8. Certain types of income related to training:
   a. Amounts received under HUD funded training programs (such as Step-Up; excludes stipends, wages, transportation payments, child care vouchers, etc. for the duration of the training)
   b. Amounts received by a person with disabilities that are disregarded for a limited time for purposes of SSI, and benefits that are set aside for use under a Plan to Attain Self-Sufficiency (PASS).
   c. Amounts received by a participant in other publicly assisted programs, which are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) to allow participation in a specific program.

    d. Compensation from State or local employment training programs and training of family members 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 a limited period as determined in advance by the PHA.

9. Temporary, non-recurring, or sporadic income, including gifts.
10. 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.
11. Earnings in excess of $480 for each full-time student 18 years old or older (excluding the HOH and spouse).
12. Adoption assistance payments in excess of $480 per adopted child.
13. Deferred periodic payments of SSI and social security benefits that are received in a lump sum amount or in prospective monthly amounts.
14. 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.
15. Amounts paid by a state agency to a family with a developmentally disabled family member to offset the cost of services and equipment needed to keep the disabled family member at home.
16. 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. Include:
    a. Value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977.
    b. Payments to volunteers under Domestic Volunteer Services Act of 1973 (RSVP, Foster Grandparents, Senior Companion Program, Older American Committee Service Program, VISTA, Peace Corps, Service-Learning program, Special Volunteer Programs, Small Business Administration Programs, such as 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).
    c. First $2,000 of payments received under the Alaska Native Claims Settlement Act.
    d. Income derived from certain sub-marginal land of the U. S. that is held in trust for certain Indian tribes.
    e. Payments or allowances made under Department of Health and Human Services Low-Income Home Energy Assistance Program.
    f. Payments received under programs funded in whole or in part under the Job Training Partnership Act (corresponding provisions of the Workforce Investment Act of 1998).
    g. Income derived from the disposition of funds of the Grand River Band of Ottawa Indians.
    h. First $2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims, or from funds held in trust for an Indian Tribe by the Secretary of Interior.
    i. Amounts of scholarships funded under Title IV of the Higher Education Act of 1965, including awards under the Federal Work-Study Program, or payments received after January 1, 1989, from the Agent Orange Settlement Fund, or any other fund established in the In Re Orange product liability litigation.
    j. Payments received under the Maine Indian Claims Settlement Act of 1980.
    k. The value of any child care provided or arranged, or any amount received for such care or reimbursement for costs incurred for such care, under the Child Care and Development Block Grant Act of 1990.
    l. Earned Income Tax Credit refund payments received on or after January 1, 1991.

m. Payments by the Indian Claims Commission to the Confederated Tribes and Banks of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation.

n. Allowances, earnings, and payments to AmeriCorps participants under the National and Community Service Act of 1990.

o. Any allowance paid under the provisions of 38 USC 1805 to a child of a Vietnam veteran, who is suffering from Spina Bifida.

p. Any amount of crime victim compensation 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.

q. Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998.

17. Earned income disallowance (100% of disallowance allowed first 12 months; 50%, second 12 months), if a family member has experienced an increase in earnings as a result of new employment or increased earnings in existing employment, and fits one of the following criteria:

    a. During the past 12 months, was unemployed.

    b. During the past 12 months, earned less than minimum wage x 10 hours/week x 50 weeks.

    c. Within the past six months, received any amount of cash assistance or cash benefits under any State program for TANF or Welfare to Work. This refers to the monthly maintenance program

    d. Within the past six months, received any non-maintenance type of assistance (one-time payments, wage subsidies, child care or transportation assistance, etc.) from TANF or WTW worth at least $500.

    e. Increase in income is due to participation in an economic self-sufficiency or other job training program.

Anticipated Annual Income

If it is not feasible to anticipate income for a 12-month period, the HASA may use the annualized income anticipated for a shorter period, subject to an interim adjustment at the end of the shorter period. This method would be used for teachers who are paid for only nine months, or for participants receiving unemployment compensation.

Applicant (applicant family)

A family that has applied for admission to a program.

Area of Operation

Jurisdiction of the HASA, as described in State law, the City of San Angelo and the surrounding counties beyond its borders that are not under the jurisdiction of another PHA. (See also “jurisdiction”)

Arson

Starting a fire or explosion with the purpose of destroying a building or occupied structure of another; destroying or damaging any property to collect insurance for the loss.

Asset

Asset means “cash (including checking accounts), stocks, bonds, savings, equity in real property, or the cash value of life insurance policies. Assets do not include the value of personal property such as furniture, automobiles, and household effects or the value of business assets.” See the definition of Net Family Assets, for assets used to compute annual income. (24 CFR 5.603)

At Risk of Experiencing Homelessness

An individual or family who:

1. Does not have sufficient resources or support networks, e.g., family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in the "Homeless" definition; and
2. 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 of 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 there reside more than 1.5 people per room, as defined by the U.S. Census Bureau;
    f. Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or
    g. Otherwise lives in housing that has characteristics associated with instability and an increase risk of homelessness.

At Serious Risk of Institutionalization

Includes an individual with a disability who as a result of a public entity's failure to provide community services or it's cut to such services will likely cause a decline in health, safety, or welfare that would lead to the individual's eventual placement in an institution. This includes individuals experiencing lack of access to supportive services for independent living, long waiting lists for or lack of access to housing combined with community-based services, individuals currently living under poor housing conditions or homeless with barriers to geographic mobility, and/or currently living alone but requiring supportive services for independent living. A person cannot be considered at serious risk of institutionalization unless the person has a disability. An individual may be designated as at serious risk of institutionalization either by a health and human services agency, by a community-based organization, or by self-identifications.

Auxiliary Aids

Services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in and enjoy the benefits of programs or activities. (24 CFR 8.3)

Bifurcate

To divide a lease as a matter of law such that certain tenants can be evicted or removed while the remaining family members' lease and occupancy rights are allowed to remain intact. (24 CFR 5.2003)

Budget Authority

An amount authorized and appropriated by the Congress for payment to the HASA under the program. For each funding increment in a HASA program, budget authority is the maximum amount that may be paid by HUD to the HASA over the ACC term of the funding increment.

Burglary

Unlawful entry to a building or occupied structure for the purpose of committing a crime.

Care attendant

A person that regularly visits an HCV participant to provide supportive or medical services. Care attendants are not LIAs since they have their own place of residence and do not reside in the HCV assisted unit. If requested, the HOH must prove separate residence. Care attendants have no rights of tenancy.

Certificate Program

The Rental Certificate Program has been replaced by the HCV Program.

Child

A member of the family, other than the family head or spouse, who is under 18 years of age.

Child Care Expenses

Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further their education, and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care. In the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income.

Child sexual abuse

Forcing or inciting a child (person less than 18 years old) to take part in sexual activity that violates the laws or social taboos of society and that he/she: does not fully comprehend; does not consent to or is unable to give informed consent to, or is not developmentally prepared for and cannot give consent to.

Citizen

A citizen or national of the United States.

Co-Head of Household

One of two persons held responsible and accountable for the family

Common Space

In shared housing: Space available for use by the assisted family and other occupants of the unit.

Consent Form

Any consent form approved by HUD to be signed by applicants and participants for the purpose of: (1) obtaining income information from employers and SWICA (State Wage Information Collection Agency); (2) returning information from the SSA (including wages, net earnings from self-employment, and payments of retirement income) as referenced at 26 U.S.C. 6103(l)(7)(A); (3) returning information for unearned income from the IRS referenced at 26 U.S.C. 6103(l)(7)(B). The consent forms expire after a certain time and may authorize the collection of other information from assistance applicants or participants to determine eligibility or level of benefits as provided in applicable regulations.

Continuously Assisted

An applicant is continuously assisted under the 1937 Act if the family is already receiving assistance under any 1937 Act program when the family is admitted to the HCV Program.

Continuum of Care (CoC)

The group organized to carry out the responsibilities required under the CoC Program interim rule and that is composed of representatives of organizations, including nonprofit homeless providers, victim service providers, faith-based organizations, governments, businesses, advocates, public housing agencies, school districts, social service providers, mental health agencies, hospitals, universities, affordable housing developers, law enforcement, organizations that serve homeless and formerly homeless veterans, and homeless and formerly homeless persons to the extent these groups are represented within the geographic area and are available to participate.

Contract Authority

The maximum annual payment by HUD to a PHA for a funding increment.

Cooperative (term includes mutual housing)

Housing owned by a nonprofit corporation or association, where a member of the corporation or association has the right to reside in a particular apartment, and to participate in management of the housing. (A special housing type: see 24 CFR 982.619)

Coordinated Entry (CE)

Coordinated entry is a process developed to ensure that all people experiencing a housing crisis have fair and equal access and are quickly identified, assessed for, referred, and connected to housing and assistance based on their strengths and needs. This document answers several frequently asked questions about coordinated entry and HMIS.

COSA

City of San Angelo

Covered Families

Families who receive welfare assistance or other public assistance benefits ("welfare benefits") from a State or other public agency for which Federal, State, or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for such assistance.

Dating Violence

For purposes of interpreting the VAWA Act, violence committed by a person: who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the following factors: (1) the length of the relationship, (2) the type of relationship; and (3) the frequency of interaction between the persons involved in the relationship. (24 CFR 5.2003)

Dependent

A member of the family (except foster children and foster adults), other than the family head, spouse, or co-head, who is under 18 years of age, is a person with a disability, or is a full-time student. In the context of student eligibility restrictions, a dependent child is the child of an enrolled student who meets the criteria in 24 CFR 5.603.

Disability Assistance Expenses

Reasonable expenses that are anticipated during the period for which annual income is computed for attendant care and auxiliary apparatus for a disabled family member, and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the assisted family nor reimbursed by an outside source.

Disabled Family

A family whose head, spouse, co-head, or sole member is a person with disabilities; or two or more persons with disabilities living together; or one or more persons with disabilities living with one or more LIAs. (24 CFR 5.403)

Displaced Family

A family in which each member, or whose sole member, is a person displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster, declared or otherwise, formally recognized pursuant to Federal disaster relief laws.

Divestiture Income

Imputed income from assets, including business assets, disposed of by applicant or participant in the last two years at less than fair market value. (See also Net Family Assets. 24 CFR 5.603)

Domestic Violence

Includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction. (24 CFR 5.2003)

Domicile

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

Drug related Criminal Activity

Includes, but is not limited to, illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance, as defined in Section 802 of Title 21 United States Code Controlled Substances Act (21 U.S.C. 802).

Drug trafficking

The illegal manufacture, sale, or distribution of, or the possession with intent to manufacture, sell, or distribute a controlled substance as defined in Section 802 of the Controlled Substances Act (21 U.S.C. 802).

Economic Self-Sufficiency Program

Any program designed to encourage, assist, train, or facilitate the economic independence of HUD-assisted families or to provide work for such families. These programs include programs for job training, employment counseling, work placement, basic skills training, education, English proficiency, work fare, financial or household management, apprenticeship, and any program necessary to ready a participant for work (including a substance abuse or mental health treatment program), or other work activities.

EID

Earned Income Disallowance, a.k.a. Earned Income Disregard

Elderly Family

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

Elderly Person

An individual who is at least 62 years of age.

Eligible Immigration Status

For a non-citizen, verification of immigration status eligible for assisted housing consisting of a signed certification and the original copy of an acceptable INS document. (24 CFR 5.508)

Emancipated Minor

A person under 18 years of age who does not live or intend to live with a parent, and who has been declared "emancipated" by a court of competent jurisdiction. An emancipated minor is eligible to be a HOH and sign a lease.

Employer Identification Number (EIN)

The nine-digit taxpayer identifying number that is assigned to an individual, trust, estate, partnership, association, company, or corporation pursuant to sections 6011(b), or corresponding provisions of prior law, or 6109 of the Internal Revenue Code.

Evidence of citizenship or eligible status

The documents which must be submitted to evidence citizenship or eligible immigration status. (See Section XI. e)

Extremely Low-Income Family

A very-low-income family whose annual income does not exceed the higher of:

1. The poverty guidelines established by the Department of Health and Human Services applicable to the family size; or

2. 30% of the AMI, as determined by HUD, with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 30% of the AMI for the area, if HUD finds that such variations are necessary because of unusually high or low family incomes. (24 CFR 5.603)

Fair Housing Act

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

Fair Market Rent (FMR)

The rent, including the cost of utilities (except telephone), as established by HUD for units of varying sizes (by number of bedrooms), that must be paid in the housing market area to rent privately owned, existing, decent, safe, and sanitary rental housing of modest (non-luxury) nature with suitable amenities. See periodic publications in the Federal Register in accordance with 24 CFR 888.

Family

Includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status: (24 CFR 5.403)

1. A family with or without children (See Section XIII. A(2)(b) regarding temporary absence of a child from the home due to foster care placement).
2. An elderly family.
3. A near elderly family.
4. A disabled family.
5. A displaced family.
6. The remaining member of a tenant family.
7. A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.
8. Two or more persons (with or without children) regularly living together, related by blood, marriage, adoption, guardianship, or operation of law who will live together in assisted housing; OR two or more persons who are not so related, but are regularly living together and can verify shared income or resources.

Family Rent to Owner/Property Manager

In the HCV Program, the portion of rent to the Owner/Property Manager paid by the family. For calculation of family rent to Owner/Property Manager, see 24 CFR 982.515(b).

Family Self Sufficiency Program (FSS Program)

The program established by a PHA in accordance with 24 CFR 984 to promote self-sufficiency of assisted families, including the coordination of supportive services (42 U.S.C. 1437u).

Family Share

The portion of rent and utilities paid by the family. For calculation of family share, see 24 CFR 982.515(a).

Family Unit Size

The appropriate number of bedrooms for a family as determined by the PHA under the PHA subsidy standards.

Financial Assistance - with respect to Student Eligibility

Financial assistance includes any assistance the student receives that is in excess of tuition under the Higher Education Act of 1965, from other sources, and from institutions of higher education.

1. Under the H.E. Act of 1965: includes Pell Grants, Federal Supplement Educational Opportunity Grants, Academic Achievement Incentive Scholarships, State Assistance under the Leveraging Educational Assistance Partnership Program, the Robert G. Byrd Honors Scholarship Program and the Federal Work Study programs.
2. Assistance from private sources: would include non-governmental sources of assistance, including assistance that may be provided to a student from a parent, guardian or other family member, whether residing within the family receiving HCV rental assistance or not, and from other persons not residing with the assisted family.
3. From an institution of higher education: requires a reference to a particular institution and the institution's listing of financial assistance.
4. Financial assistance does not include loan proceeds, e.g., the Perkins, Stafford and Plus loans under the H.E. Act of 1965 are not considered as financial assistance.

Fixed Income

Fixed income includes periodic payments at reasonably predictable levels from one or more of the following sources:

1. Social Security, Supplemental Security Income, Supplemental Disability Insurance;
2. Federal, State, local, or private pension plans;
3. Annuities or other retirement benefit programs, insurance policies, disability or death benefits, or other similar types of periodic receipts; or
4. Any other source of income subject to adjustment by a verifiable COLA or current rate of interest

Foster Adult

An adult (usually a person with disabilities) who is placed in someone's home by a governmental agency so the family can help with his/her care. Foster adults may be members of a PHA household, but they have no rights as remaining family members. The income received by the family for the care of a foster adult is excluded from annual income.

Foster Child

A member of the household (but not the family) who meets the definition of a foster child under State law. In general, a foster child is placed with the family by an authorized placement agency (e.g., public child welfare agency) or by judgment, decree or other order of any court of competent jurisdiction.

Full time Student

A person who is carrying a subject load that is considered full time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or Certificate Program, as well as, an institution offering a college degree. (24 CFR 5.603)

Funding Increment

Each commitment of budget authority by HUD to a PHA under the consolidated ACC for the PHA program.

FUPF

Family Unification Program for Family

FUPY

Family Unification Program for Youth

GCDC

Galilee Community Development Corporation

Gender Identity

Gender identity means actual or perceived gender-related characteristics. (24 CFR 5.100)

General Counsel

The General Counsel of HUD (legal division).

Grantee

The person or legal entity to which a grant is awarded and that is accountable for the use of the funds provided.

Gross Rent

The sum of the rent to Owner/Property Manager plus any UA.

Group Home

A dwelling unit that is licensed by a State as a group home for the exclusive residential use of two to twelve persons who are elderly or persons with disabilities, including any LIA. (A special housing type: see 24 CFR 982.610 to 982.614.)

Guest

For the purposes of participant selection and lease enforcement, a guest is a person temporarily staying in the unit with the consent of the participant or other member of the household who has express or implied authority to so consent on behalf of the participant. (24 CFR 5.100)

HASA Plan

The annual plan and the 5-year plan as adopted by the HASA and approved by HUD in accordance with 24 CFR 903.

HAP Contract

Housing Assistance Payments contract; the legal contract between the PHA and the Owner/Property Manager.

Head of Household (HOH)

The adult member of the family who is the head of the household for purposes of determining income eligibility and rent.

Health and medical care expenses

Any costs incurred in the diagnosis, cure, mitigation, treatment, or prevention of disease or payments for treatments affecting any structure or function of the body. Health and medical care expenses include medical insurance premiums and long-term care premiums that are paid or anticipated during the period for which annual income is computed.

A Home You Could Live In

A home you have the right to sell, that is not owned jointly with a person who is not a member of the applicant/tenant/voucher holder family, that is not unsuitable for the disabilities of any family member, that is not in such substandard condition that it is uninhabitable, or that is not located in a place that is too distant to make commuting to work infeasible.

Homeless Management Information Systems (HMIS)

A Homeless Management Information System (HMIS) is a local information technology system used to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness. Each Continuum of Care (CoC) is responsible for selecting an HMIS software solution that complies with HUD's data collection, management, and reporting standards.

Housing Agency (HA)

A State, county, municipality, or other governmental entity or public body (or agency or instrumentality thereof), authorized to engage in or assist in the development or operation of low-income housing. ("HA" and "PHA" mean the same thing.)

Housing Assistance Payment (HAP)

The monthly assistance payment by a PHA, which includes a payment for rent to the Owner/Property Manager under the family's lease, and an additional payment to the family if the total assistance payment exceeds the rent to Owner/Property Manager.

HSCM

Housing Stability Case Manager

Housing Quality Standards (HQS)

The HUD minimum quality standards for housing assisted under the tenant-based programs. (24 CFR 982.401)

Human Sex Trafficking

The recruitment, harboring, transportation, provision, obtaining, patronizing, or soliciting of a person for the purpose of commercial sex act. Any commercial sexual activity with a minor, even without force, fraud, or coercion, is considered sex trafficking. Further includes:

1. Promotion – acting other than as a prostitute receiving compensation for personally rendered prostitution services, he/ she knowingly receives money or other property pursuant to an agreement to participate in the proceeds of prostitution; or solicits another to engage in sexual conduct with another person for compensation.
2. Aggravated promotion – a person commits an offense if he knowingly owns, invests in, finances, controls, supervises, or manages a prostitution enterprise that uses two or more prostitutes.
3. Compelling prostitution – causing another to commit prostitution by force, threat, or fraud, or causing a child younger than 18 years to commit prostitution by any means.

Immediate Family Member

For purposes of interpreting the VAWA Act, a spouse, parent, brother, or sister, or child of the person, or an individual to whom that person stands in loco parentis (in place of a parent); or any other person living in the household of that person and related to that person by blood or marriage.

Imputed Welfare Income

The amount of annual income not actually received by a family, as a result of a specified welfare benefit reduction, that is nonetheless included in the family's annual income for purposes of determining rent.

Income Information

Information relating to an individual's income, including:

1. All employment income information known to current or previous employers or other income sources that HUD or the processing entity determines is necessary for purposes of determining an applicant's or participant's eligibility for, or level of assistance in, a covered program.
2. All information about wages, as defined in the State's unemployment compensation law, including any SSN, name of the employee, quarterly wages of the employee, and the name, full address, telephone number, and, when known, Employer Identification Number of an employer reporting wages under a state unemployment compensation law.
3. With respect to unemployment compensation,
    a. Whether an individual is receiving, has received, or has applied for unemployment compensation.
    b. The amount of unemployment compensation the individual is receiving or is entitled to receive.
    c. The period with respect to which the individual actually received such compensation.
    d. Unearned IRS income, self-employment wages, and retirement income as described in the Internal Revenue Code, 26 U.S.C. 6103(1) (7).
    e. Wage, social security (Title II), and supplemental security income (Title XVI) data obtained from the SSA.

Independent College Student

Criteria for determining independence from parents:

1. The individual is 24 years of age or older by December 31 of the award year
2. The individual is an orphan, in foster care, or a ward of the court or was an orphan, in foster care, or a ward of the court at any time when the individual was 13 years of age or older.
3. The individual is, or was immediately prior to attaining the age of majority, an emancipated minor or in legal guardianship as determined by a court of competent jurisdiction in the individual's State of legal residence;
4. The individual is a veteran of the Armed Forces of the United States (as defined in subsection (c)(1) of HEA) or is currently serving on active duty in the Armed Forces for other than training purposes;
5. The individual is a graduate or professional student;
6. The individual is a married individual;
7. The individual has legal dependents other than a spouse;
8. The individual has been verified, during the school year in which the application is submitted, as either an unaccompanied youth who is a homeless child or youth (as such terms are defined in section 725 of the McKinney-Vento Homeless Assistance Act) (42 U.S.C. 11431 et seq.), or is unaccompanied, at risk of homelessness, and self-supporting, by:
    a. a local educational agency homeless liaison, designated pursuant to section 722(g)(1)(J)(ii) of the McKinney-Vento Homeless Assistance Act;
    b. the director of a program funded under the Runaway and Homeless Youth Act or a designee of the director;
    c. the director of a program funded under subtitle B of title IV of the McKinney-Vento Homeless Assistance Act (relating to emergency shelter grants) or a designee of the director; or
    d. a financial aid administrator
9. The individual is a student for whom a financial aid administrator makes a documented determination of independence by reason of other unusual circumstances.

Independent Contractor

An individual who qualifies as an independent contractor instead of an employee in accordance with the IRS Code Federal Income tax requirements and whose earnings are consequently subject to the Self-Employment Tax. In general, an individual is an independent contract if the payer has the right to control or direct only the result of the work, and not what will be done and how it will be done.

Initial PHA (PHA)

In portability, the term refers to the housing authority the family is moving from.

Initial Payment Standard

The payment standard at the beginning of the HAP contract term.

Initial Rent to Owner/Property Manager

The rent to Owner/Property Manager at the beginning of the HAP contract term

INS

U.S. Immigration and Naturalization Service

Institutional or other segregated settings

Include, but are not limited to: (1) congregate settings populated exclusively or primarily with individuals with disabilities; (2) congregate settings characterized by regimentation in daily activities, lack of privacy or autonomy, policies limiting visitors, or limits on individuals’ ability to engage freely in community activities and to manage their own activities of daily living; or (3) settings that provide for daytime activities primarily with other individuals with disabilities.

IRS

Internal Revenue Service

JP

Jeremiah Plan Transitional Housing

Jurisdiction

The area in which the HA has authority under State and local law to administer the program. From State Law: The area of operation of a municipal housing authority is the municipality for which the authority is created, and the area that is within five miles of the territorial boundaries of the municipality, and is not within the territorial boundaries of another municipality. The area of operation of a county housing authority is the county in which the authority is created, excluding the parts of the county that are within the territorial boundaries of a municipality. The area of operation of a regional housing authority is the counties for which the authority is created, excluding the parts of the counties that are within the territorial boundaries of a municipality.

Kidnapping

Taking and carrying away a human being by force and against their will.

Kinship Care

An arrangement in which a relative or non-relative becomes the primary caregiver for a child or children but is not the biological parent of the child or children. The primary caregiver need not have legal custody of such child or children to be a kinship caregiver under this definition. (Definition provided by the Kinship Care Project, National Association for Public Interest Law) The primary caregiver must be able to document Kinship care, which is usually accomplished through school or medical records.

Lease

1. A written agreement between an Owner/Property Manager and a tenant for the leasing of a dwelling unit to the tenant. The lease establishes the conditions for occupancy of the dwelling unit by an assisted family under a HAP contract between the Owner/Property Manager and the HASA.
2. In cooperative housing, a written agreement between a cooperative and a member of the cooperative. The agreement establishes the conditions for occupancy of the member's cooperative dwelling unit by the member's family with HAP to the cooperative under a HAP contract between the cooperative and the HA. For purposes of 24 CFR 982, the cooperative is the HCV "Owner/Property Manager" of the unit, and the cooperative member is the HCV "tenant."

Lease Addendum

1. Part C of the HAP Contract to be attached to the original lease between the tenant and the Owner/Property Manager as required by HUD.
2. An abbreviated version of the original lease to indicate a new expiration date, a rent increase, etc.

LEP

Limited English Proficiency

LHP

Limited Homeless Preference

Live in Aide (LIA)

A person who resides with one or more elderly persons, or near elderly persons, or persons with disabilities, and who:

1. Is determined to be essential to the care and wellbeing of the persons;
2. Is not obligated for the support of the persons; and
3. Would not be living in the unit except to provide the necessary supportive services.

Manufactured Home

A manufactured structure that is built on a permanent chassis, is designed for use as a principal place of residence, and meets the HQS. (A special housing type: see 24 CFR 982.620 and 982.621.)

Manufactured Home Space

In manufactured home space rental: A space leased by an Owner/Property Manager to a family where a manufactured home owned and occupied by the family is located on the space. (24 CFR 982.622 to 982.624.)

Mayhem

Inflicting an injury that permanently renders the victim less able to fight offensively or defensively; dismemberment or disablement of a limb; or bodily disfigurement.

MDF

Mediation Displaced Family

Medical Expenses

Medical expenses which are anticipated to be incurred during the 12 months following certification or reexamination which are not covered by an outside source, such as insurance. Allowable medical expenses shall include: services of doctors and health care professionals including co-pays; services of health care facilities including co-pays; medical insurance premiums; prescription/non-prescription medicines (prescribed by a physician); transportation to treatment (cab fare, bus fare, mileage); dental expenses, eyeglasses, hearing aids; monthly payment on accumulated medical bills (regular monthly payments on a bill that was previously incurred; the allowance may include only the amount expected to be paid in the coming 12 months). Furthermore, if a medical expense has been paid in full, this will not be considered an allowable expense. However, if there is an anticipated medical expense, this amount would be considered even if the participant family does not end up incurring said expense during those 12 months. In addition, if the one-time medical expense is charged to a credit card such as Care Credit and the participant family makes regular credit card monthly payments, the amount that will be considered allowable is the lesser of the monthly payment amount or the overall balance. For example, if the one-time medical expense is $1000 and the participant family pays $100 per month towards the credit card balance, the participant would only be credited for the $1000 and not 12 months of $100. In cases where medical mileage is incurred, the HASA will consult IRS Publication 502 which as of 2021 published the standard mileage rate allowed for operating expenses for a car when used for medical reasons is 16 cents a mile. The HASA shall not retain verifications in the file that include any form of diagnosis, treatment plan, etc. The information will be redacted or documented on a cover sheet to indicate the overall expense and original documents shredded accordingly.

Medical Expense Allowance

For purposes of calculating adjusted income for elderly or disabled families only, medical expenses mean the medical expense not compensated for or covered by insurance in excess of 10% of Annual Income. 24 CFR 5.603.

Merger Date

October 1, 1999 - the date that the Certificate and Voucher programs were merged into the HCV Program.

MIRB

Maximum Initial Rent Burden

Mixed Family

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

Monthly Adjusted Income

One twelfth of the adjusted annual income.

Monthly Income

One twelfth of annual income.

MS

Mainstream

MSA

Metropolitan Statistical Area

Mutual Housing

Included in the definition of 'cooperative'.

NAHA

The Cranston Gonzalez National Affordable Housing Act (42 U.S.C. 12701 et seq.)

National

A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

National Standards for the Inspection of Real Estate (NSPIRE)

Inspection model to align multiple HUD programs to a single set of standards. NSPIRE is to be fully implemented 10/01/~~2024~~ 2025 and replaces the HQS.

Near elderly Family

A family whose head, spouse, co-head, or sole member is a person, who is at least 50 years of age, but below the age of 62; or two or more persons, who are at least 50 years of age, but below the age of 62 living together; or one or more persons, who are at least 50 years of age, but below the age of 62 living with one or more LIAs.

NED

Non-Elderly Disabled

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

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.

Excluded from the calculation of net family assets are:

1. The value of necessary items of personal property
2. 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)
3. The value any account under a retirement plan recognized as such by the IRS, including individual retirement arrangements, employer retirement plans, and retirement plans for self-employed individuals.
4. 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.
5. 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.

6. 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.
7. Interests in Indian trust land
8. Equity in a manufactured home where the family receives assistance under the Housing Choice Voucher program.
9. Family Self Sufficiency accounts.
10. Federal tax refunds or refundable tax credits for a period of 12 months after the receipt by the family.
11. An irrevocable trust

Prior to full HOTMA implementation:

1. Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and equity accounts in HUD homeownership programs. The value of necessary items of personal property, such as furniture and automobiles, shall be excluded.
2. In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income under 24 CFR 5.609.
3. In determining net family assets, the HASA or Owner/Property Manager, as applicable, shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms.

NOFA

Notice of Funding Availability

Noncitizen

A person who is neither a citizen nor National of the United States.

Non-elderly person with disabilities (for purposes of determining eligibility for Mainstream)

A person 18 years of age or older but less than 62 years of age, and who:

1. Has a disability, as defined in 42 U.S.C. 423;
2. Is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment that:
    a. Is expected to be of long-continued and indefinite duration;
    b. Substantially impedes their ability to live independently, and
    c. Is of such a nature that the ability to live independently could be improved by more suitable housing conditions; or
    d. Has a developmental disability as defined in 42 U.S.C. 6001.

OAG

Office of the Attorney General

OMB

The Office of Management and Budget.

Owner/Property Manager

The person or entity (or employee of an Owner/Property Manager) that leases an assisted dwelling unit to an eligible family, and includes, when applicable, a short mortgagee; any person or entity with the legal right to lease or sublease a unit to a participant. In the HCV program, "Owner/Property Manager" is the same as "landlord".

Pandemic

Adjective (of a disease) prevalent over a whole country or the world.

Participant (participant family)

A family that has been admitted to the HASA program and is currently assisted in the program. The family becomes a participant on the effective date of the first HAP contract executed by the HASA for the family (first day of initial lease term).

Payment Standard

In the HCV Program, the maximum subsidy payment for a family (before deducting the family contribution). For a voucher tenancy, the HASA sets a payment standard in the range from 90% to 110% of the current FMR/exception rent limit. For payment standard over 110% to 120%, the HASA must have written permission from HUD.

Permanent Supportive Housing

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

Persons Currently Experiencing Homelessness

1. An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:
    a. An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;
    b. An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, State, or local government programs for low-income individuals); or
    c. An individual who is exiting an institution where they resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution;
2. An individual or family who will imminently lose their primary nighttime residence, provided that:
    a. The primary nighttime residence will be lost within 14 days of the date of application for the homeless assistance;
    b. No subsequent residence has been identified; and
    c. The individual or family lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, needed to obtain other permanent housing;
3. Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:
    a. Are defined as homeless under section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), section 637 of the Head Start Act (42 U.S.C. 9832), section 41403 of the Violence Against Women Act of 1994 (U.S.C. 14043e-2), section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)), or section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a);

b. Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance;

c. Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and

d. Can be expected to continue in such status for an extended period of time because of chronic disabilities; chronic physical health or mental health conditions; substance addiction; histories of domestic violence or childhood abuse (including neglect); the presence of a child or youth with a disability; or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment; or

4. Any individual or family who:

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

    b. Has no other residence; and

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

Person with Disabilities 42 USC 1437a (b)(3)

Is a person who:

1. Has a disability as defined in Section 223 of the Social Security Act **42 USC 423**; or,

2. Has a physical or mental impairment that:

   a. Is expected to be of long continued and indefinite duration;

   b. Substantially impedes his/her ability to live independently; and,

   c. Is of such nature that such disability could be improved by more suitable housing conditions; or,

3. Has a developmental disability as defined in **Section 102 (5) (b)** of the Developmental Disabilities Assistance and Bill of Rights Act **42 USC 6001 (5).**

This is the definition used for eligibility and granting deductions for rent calculations.

Portability

Renting a dwelling unit with HCV tenant-based assistance outside the jurisdiction of the initial PHA.

Possession or promotion of child pornography

The person knowingly or intentionally possesses, or knowingly or intentionally accesses with intent to view, visual material that visually depicts a child younger than 18 years of age at the time the image of the child was made who is engaging in sexual conduct, including a child who engages in sexual conduct as a victim of an offense.

Premises

The building or complex in which the dwelling unit is located, including common areas and grounds.

Pre-Trial Intervention or Diversion Contract (PTI or PTD Contract)

A voluntary option for offenders with little or no record who are charged with minor, non-violent offenses. It is a contract with the State that requires the offender to complete certain conditions, such as community service hours, fines, written letters, etc. If the offender completes the negotiated conditions, the State agrees to dismiss the charges. The PTI/PTD provides alternative criminal case processing for a defendant charged with a crime.

Private space

In shared housing: The portion of a contract unit that is for the exclusive use of an assisted family.

Processing Entity

The person or entity that, under any of the programs covered under this plan, is responsible for making eligibility and related determinations and any income reexamination.

Program Receipts

HUD payments to the HASA under the consolidated ACC, and any other amounts received by the HASA in connection with the program.

Public Housing Agency (PHA)

1. Any State, county, municipality, or other governmental entity or public body, which is authorized to administer the program (or an agency or instrumentality of such an entity), and
2. Any of the following:
    a. A consortia of housing agencies, each of which meets the qualifications in paragraph (1) of this definition, that HUD determines has the capacity and capability to efficiently administer the program (in which case, HUD may enter into a consolidated ACC with any legal entity authorized to act as the legal representative of the consortium members).
    b. Any other public or private nonprofit entity that was administering an HCV tenant-based assistance program pursuant to a contract with the contract administrator of such program (HUD or a PHA) on October 21, 1998.
    c. For any area outside the jurisdiction of a PHA that is administering a tenant-based program, or where HUD determines that such PHA is not administering the program effectively, a private nonprofit entity or a governmental entity or public body that would otherwise lack jurisdiction to administer the program in such area.

Qualified Individual with Disabilities, Section 504 (Section 504 of the Rehabilitation Act of 1973)

Is an individual with disabilities who meets the essential eligibility requirements and who can achieve the purpose of the program or activity without modifications in the program or activity that the PHA can demonstrate would result in a fundamental alteration in its nature.

Rape and sexual assault

Completed or attempted sexual acts and/or touching when consent is not obtained or freely given, i.e., through the use of physical force or threats to physically harm

Rapid Rehousing (RRH)

Time-limited housing assistance in which supportive services are provided to assist homeless persons rapidly connect to and maintain permanent housing.

Reasonable Rent

A rent to Owner/Property Manager that is not more than rent charged for comparable units in the private unassisted market, and for comparable unassisted units on the premises.

Receiving PHA

In portability: A HA that receives a family selected for participation in the tenant-based program of another HA. The receiving HA issues a voucher and provides program assistance to the family.

Remaining Family Member

A remaining family member is defined as a family member listed on the most recent recertification who is 18 years of age or older, who meets all other eligibility criteria, and is a member of a PHA tenant family, but not a signatory to the lease, and who continues to live in the unit after all other family members have left.

Renewal Units

The number of units, as determined by HUD, for which funding is reserved on HUD books for a PHA's program. This number is used in calculating renewal budget authority in accordance with 24 CFR 982.102.

Rent to Owner/Property Manager

The total monthly rent payable to the Owner/Property Manager under the lease for the unit. Rent to Owner/Property Manager covers payment for any housing services, maintenance, and utilities that the Owner/Property Manager is required to provide and pay for.

Residency Preference

A PHA preference for admission of families that reside anywhere in a specified area, including families with a member who works or has been hired to work in the area ('residency preference area').

Residency Preference Area

The specified area where families must reside to qualify for a residency preference.

RFTA

Request for Tenancy Approval

Seasonal Worker

An individual who is hired into a short-term position and the employment begins about the same time each year (such as summer or winter). Typically, the individual is hired to address seasonal demands that arise for the particular employer or industry.

Sexual Assault (VAWA)

Means any nonconsensual sexual act proscribed by Federal or State law, including when the victim lacks capacity to consent. (24 CFR 5.2003)

Sexual Orientation

Sexual orientation means homosexuality, heterosexuality or bisexuality. (24 CFR 5.100)

Shared Housing

A unit occupied by two or more families. The unit consists of both common space for shared use by the occupants of the unit and separate private space for each assisted family. (A special housing type: see 24 CFR 982.615 to 982.618.)

Single Person

A person who is not an elderly person, a person with disabilities, a displaced person, or the remaining member of a participant family.

Single Room Occupancy Housing (SRO)

A unit that contains no sanitary facilities or food preparation facilities, or contains either, but not both, types of facilities. (A special housing type: see 24 CFR 982.602 to 982.605.)

Social Security Number (SSN)

The nine-digit number that is assigned to a person by the SSA and that identifies the record of the person's earnings reported to the SSA. The term does not include a number with a letter as a suffix that is used to identify an auxiliary beneficiary.

Special Admission

Admission of an applicant that is not on the HASA waiting list, or admission of an applicant without considering the applicant's waiting list position.

Special Housing Types

Subpart M of 24 CFR 982 states the special regulatory requirements for: SRO housing, congregate housing, group homes, shared housing, cooperatives (including mutual housing), and manufactured homes (including manufactured home space rental).

Specified Welfare Benefit Reduction

A reduction of welfare benefits by the welfare agency, in whole or in part, for a family member as determined by the welfare agency, because of fraud by a family member in connection with the welfare program; or because of welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.

Spouse or Intimate Partner (VAWA)

Includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship and the frequency of interaction between the persons involved in the relationship. (24 CFR 5.2003)

SSA

Social Security Administration

Stalking (VAWA)

Engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for the person's individual safety or the safety of others, or suffer substantial emotional distress. (24 CFR 5.2003)

State Wage Information Collection Agency (SWICA)

The State agency, including any Indian tribal agency, receiving quarterly wage reports from employers in the State, or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment related income and eligibility information.

Streamlined Income Determination

For each fixed-income source, the verified cost of living adjustment (COLA) or current rate of interest is applied to the previously verified or adjusted income amount.

Subsidy Standards

Standards established by a PHA to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

Suitable for Occupancy (Real Property)

A property is not suitable for occupancy if it: (1) doesn’t meet the disability-related needs of all members of the family; (2) is not sufficient for the size of the family in that the unit doesn’t meet the subsidy standards used for the HCV program and overcrowding; (3) is located so as to be a hardship to the family; (4) is unsafe because of physical condition; (5) is not a property that a family may reside in per local and state laws.

Suspension

Stopping the clock on the term of a family's voucher, for such period as determined by the HASA, from the time when the family submits a request for HASA approval to lease a unit until the time when the HASA approves or denies the request.

Tenant

For purposes of this Plan, the term tenant will also be used to include a homebuyer, where appropriate. The person or a person (other than a LIA) who executes the lease as lessee of the assisted dwelling unit.

Tenant Rent

The amount payable monthly by the family as rent to the Owner/Property Manager, as applicable. Where all utilities (except telephone) and other essential housing services are supplied by the Owner/Property Manager, tenant rent equals total tenant payment. Where some or all utilities (except telephone) and other essential housing services are supplied by the Owner/Property Manager, and the cost thereof is not included in the amount paid as rent, tenant rent equals total tenant payment less the UA.

Terrorist Threats

Threatening to commit any crime of violence with the purpose of terrorizing another or causing evacuation of a building, place of assembly, or facility of public transportation.

Total Tenant Payment

The family share of rent paid to the Owner/Property Manager minus the UA, if applicable.

1. A family renting a unit at or below the payment standard pays as gross rent the highest of 30% of the monthly adjusted income, 10% of the monthly gross income, or the established minimum rent.
2. A family renting a unit above the payment standard pays the highest of 30% of the monthly adjusted income, 10% of the monthly gross income, or the established minimum rent, plus any rent above the payment standard.
3. The initial rent for any unit leased under the HCV Program must not require that a family pay more than 40% of adjusted income for rent. This maximum initial rent burden (MIRB) is applicable each time a participant moves to a new unit. The rent can exceed the MIRB if the family renews a lease for the same unit.

THN

Texas Homeless Network

Uniform Federal Accessibility Standards

Standards for the design, construction, and alteration of publicly owned residential structures to ensure that physically disabled persons will have ready access to and use of such structures. The standards are set forth in Appendix A of 24 CFR Part 40. See cross reference to UFAS in 504 regulations, 24 CFR 8.32 (a).

Utility Allowance (UA)

An amount equal to the estimate made or approved by a PHA or HUD of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment. Applicable only if the cost of utilities (except telephone, cable, & internet) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit.

Utility Reimbursement (UR)

The amount, if any, by which the UA for the unit, if applicable, exceeds the total tenant payment for the family occupying the unit.

VA

The Department of Veterans Affairs

VASH

The Department of Housing and Urban Development – VA Supportive Housing (HUD-VASH) Program is a joint effort between HUD and VA to move veterans and their families out of homelessness and into permanent housing. HUD provides housing assistance through its HCV Program that allows homeless veterans to rent privately owned housing. VA offers eligible homeless veterans clinical and supportive services through its health care system across the 50 states, the District of Columbia, Puerto Rico and Guam.

VAWA

The Violence Against Women Reauthorization Act of 2005 and 2013 protects qualified tenants, participants, and applicants, and family/household members of tenants, participants, and applicants, who are victims of domestic violence, dating violence, sexual assault, or stalking from being denied housing assistance, evicted, or terminated from housing assistance based on acts of such violence against them.

Very Low-Income Family

A very low-income family has an annual income less than 50 percent of the AMI for the area, adjusted for family size, as determined by HUD.

Victim Service Provider

A private nonprofit organization whose primary mission is to provide direct services to victims of domestic violence. This term includes permanent housing providers—including rapid re-housing, domestic violence programs (shelters and non-residential), domestic violence transitional housing programs, dual domestic violence and sexual assault programs, and related advocacy and supportive services programs.

Violent Criminal Activity

Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

Vulnerability Index – Service Prioritization Decision Assistance Prescreen Tool (VI-SPIDAT)

VI-SPDAT helps identify who should be recommended for each housing and support intervention, moving the discussion from simply who is eligible for a service intervention to who is eligible and in greatest need of that intervention.

Voluntary Manslaughter

The unlawful taking of human life under circumstances falling short of willful or deliberate intent to kill.

Voucher (Rental Voucher)

A document issued by a PHA to a family selected for admission to the HCV Program. This document describes the program and the procedures for PHA approval of a unit selected by the family. The voucher also states obligations of the family under the program.

Voucher Holder

A family holding a voucher with unexpired search time.

Voucher Program

The HCV Program.

Waiting List Admission

An admission from the HASA waiting list.

Welfare Assistance

Welfare or other payments to families or individuals, based on need, which are made under programs funded, separately or jointly, by Federal, State or local governments.

Welfare to Work (WTW) families

Families assisted by a PHA with voucher funding awarded to the PHA under the HUD welfare to work Voucher Program (including any renewal of such WTW funding for the same purpose).

Work Activities

As used in the HUD definitions at 24 CFR 5.603, the term work activities mean:

1. Unsubsidized employment;

2. Subsidized private sector employment;
3. Subsidized public sector employment;
4. Work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available;
5. On-the-job training;
6. Job search and job readiness programs;
7. Community service programs;
8. Vocational educational training (< 12 months)
9. Job skills training directly related to employment;
10. Education directly related to employment, in the case of a recipient who has not received a high school diploma or certificate of high school equivalency;
11. Satisfactory attendance at a secondary school or in a course of study leading to a certificate of general equivalence;
12. The provision of child care services to an individual who is participating in a community service program.

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SECTION XXVIII: APPENDIX A

COVID-19 Statutory and Regulatory Waivers and Alternative Requirements for the HCV Program.

The Coronavirus Aid, Relief, and Economic Security (CARES) Act (Public Law 116-136) provides the U.S. Department of Housing and Urban Development (HUD) with broad authority to waive or establish alternative requirements for numerous statutory and regulatory requirements for the Public Housing program, Housing Choice Voucher (HCV) program, Indian Housing Block Grant (IHBG) program, and Indian Community Development Block Grant (ICDBG) program.

In Notice PIH 2020–05, published on April 10, 2020, HUD exercised its authority under the CARES Act to establish waivers and administrative flexibilities to provide relief to Public Housing Agencies (PHAs) in response to the COVID-19 pandemic. PIH subsequently published Notices PIH 2020-13 and 2020-33, and 2021-14 which restated all previously established waivers and alternative requirements from preceding notices, provided additional waivers and alternative requirements, extended the periods of availability for previously established waivers and alternative requirements, and issued technical amendments to several of the previously established waivers and alternative requirements. Additionally, HUD published Notices PIH 2020-20 and PIH 2020-22, which provided waivers and alternative requirements specific to the Mainstream vouchers and which were incorporated into Notice PIH 2020-33. Notice PIH 2021-14 restates and/or revises the waivers and alternative requirements included previously in Notice PIH 2020-33, carries forward information on previously specified HUD actions, adds new waivers and alternative requirements, and extends the period of availability of most waivers until **December 31, 2021**. PIH has determined that each of the waivers provided in this notice may be necessary for the effective administration of CARES Act funding and previously appropriated funds to respond to, prepare for or prevent the coronavirus for the provided time period of waiver availability. With respect to the HCV Program, use of any waiver or alternative requirement established by HUD is at the discretion of the PHA, unless otherwise noted, based on the PHA's determination of whether utilization of these waivers and alternative requirements are necessary to respond to, prepare for or prevent the coronavirus. HUD strongly encourages PHAs to utilize any and all waivers and alternative requirements, as necessary, to keep the HCV Program operational to the extent practicable. HUD also encourages PHAs to utilize waivers and alternative requirements to expand housing assistance opportunities, including to families on waiting lists; providing affordable, safe housing during this time assists in addressing issues like homelessness and overcrowding that contribute to risk factors during the COVID-19 pandemic.

Effective Wednesday, July 8, 2020, and until HUD expiration, HASA implements the following waivers when no other option is available:

- PH and HCV-3: Family Income and Composition: Annual Examination; Income Verification Requirements
- PH and HCV-4: Family Income and Composition: Interim Examinations

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Effective Thursday, June 4, 2021, and until HUD expiration, HASA implements the following waivers when no other option is available:

- HCV-4: PHA Approval of Assisted Tenancy: When HAP Contract is Executed (NEW)
- HCV-6: Family Self-Sufficiency (FSS) Contract of Participation: Contract Extension (NEW)
- HCV-9: Home Ownership Option: Homeownership Counseling (NEW)
- PH and HCV-3: Family Income and Composition: Annual Examination; Income Verification Requirements
- PH and HCV-4: Family Income and Composition: Interim Examinations
- PH and HCV-8: Eligibility Determination: Income Verification (NEW)
- PH and HCV-9: Eligibility Determination: Social Security Number and Citizenship Verification (NEW)