

Annual PHA Plan <i>(Standard PHAs and Troubled PHAs)</i>	U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0226 Expires: 03/31/2024
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Purpose. The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA’s operations, programs, and services, including changes to these policies, and informs HUD, families served by the PHA, and members of the public of the PHA’s mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families.

Applicability. The Form HUD-50075-ST is to be completed annually by **STANDARD PHAs or TROUBLED PHAs**. PHAs that meet the definition of a High Performer PHA, Small PHA, HCV-Only PHA or Qualified PHA do not need to submit this form.

Definitions.

- (1) **High-Performer PHA** – A PHA that owns or manages more than 550 combined public housing units and housing choice vouchers, and was designated as a high performer on both the most recent Public Housing Assessment System (PHAS) and Section Eight Management Assessment Program (SEMAP) assessments if administering both programs, or PHAS if only administering public housing.
- (2) **Small PHA** - A PHA that is not designated as PHAS or SEMAP troubled, that owns or manages less than 250 public housing units and any number of vouchers where the total combined units exceed 550.
- (3) **Housing Choice Voucher (HCV) Only PHA** - A PHA that administers more than 550 HCVs, was not designated as troubled in its most recent SEMAP assessment and does not own or manage public housing.
- (4) **Standard PHA** - A PHA that owns or manages 250 or more public housing units and any number of vouchers where the total combined units exceed 550, and that was designated as a standard performer in the most recent PHAS or SEMAP assessments.
- (5) **Troubled PHA** - A PHA that achieves an overall PHAS or SEMAP score of less than 60 percent.
- (6) **Qualified PHA** - A PHA with 550 or fewer public housing dwelling units and/or housing choice vouchers combined and is not PHAS or SEMAP troubled.

A.	PHA Information.					
A.1	<div> <div>PHA Name: _____</div> <div>PHA Code: _____</div> </div> <div> <div>PHA Type: <input type="checkbox"/> Standard PHA <input type="checkbox"/> Troubled PHA</div> <div>PHA Plan for Fiscal Year Beginning: (MM/YYYY): _____</div> </div> <div> <div>PHA Inventory (Based on Annual Contributions Contract (ACC) units at time of FY beginning, above)</div> <div>Number of Public Housing (PH) Units _____ Number of Housing Choice Vouchers (HCVs) _____ Total Combined Units/Vouchers _____</div> </div> <div> <div>PHA Plan Submission Type: <input type="checkbox"/> Annual Submission <input type="checkbox"/> Revised Annual Submission</div> </div> <div> <div>Availability of Information. PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official website. PHAs are also encouraged to provide each resident council a copy of their PHA Plans.</div> </div> <div> <div><input type="checkbox"/> PHA Consortia: (Check box if submitting a Joint PHA Plan and complete table below)</div> </div>					
Participating PHAs		PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program	
Lead PHA:					PH	HCV

B.	Plan Elements
B.1	<p>Revision of Existing PHA Plan Elements.</p> <p>(a) Have the following PHA Plan elements been revised by the PHA?</p> <p>Y N</p> <p><input type="checkbox"/> <input type="checkbox"/> Statement of Housing Needs and Strategy for Addressing Housing Needs See Attachment 1</p> <p><input type="checkbox"/> <input type="checkbox"/> Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions.</p> <p><input type="checkbox"/> <input type="checkbox"/> Financial Resources. See Attachment 2</p> <p><input type="checkbox"/> <input type="checkbox"/> Rent Determination. See Attachment 3</p> <p><input type="checkbox"/> <input type="checkbox"/> Operation and Management. See Attachments 4 and 5</p> <p><input type="checkbox"/> <input type="checkbox"/> Grievance Procedures.</p> <p><input type="checkbox"/> <input type="checkbox"/> Homeownership Programs.</p> <p><input type="checkbox"/> <input type="checkbox"/> Community Service and Self-Sufficiency Programs.</p> <p><input type="checkbox"/> <input type="checkbox"/> Safety and Crime Prevention.</p> <p><input type="checkbox"/> <input type="checkbox"/> Pet Policy.</p> <p><input type="checkbox"/> <input type="checkbox"/> Asset Management.</p> <p><input type="checkbox"/> <input type="checkbox"/> Substantial Deviation. See Attachment 6</p> <p><input type="checkbox"/> <input type="checkbox"/> Significant Amendment/Modification See Attachment 7</p> <p>(b) If the PHA answered yes for any element, describe the revisions for each revised element(s):</p> <p>See above and as attached.</p> <p>(c) The PHA must submit its Deconcentration Policy for Field Office review. N/A</p>
B.2	<p>New Activities.</p> <p>(a) Does the PHA intend to undertake any new activities related to the following in the PHA's current Fiscal Year?</p> <p>Y N</p> <p><input type="checkbox"/> <input type="checkbox"/> Hope VI or Choice Neighborhoods.</p> <p><input type="checkbox"/> <input type="checkbox"/> Mixed Finance Modernization or Development.</p> <p><input type="checkbox"/> <input type="checkbox"/> Demolition and/or Disposition.</p> <p><input type="checkbox"/> <input type="checkbox"/> Designated Housing for Elderly and/or Disabled Families.</p> <p><input type="checkbox"/> <input type="checkbox"/> Conversion of Public Housing to Tenant-Based Assistance.</p> <p><input type="checkbox"/> <input type="checkbox"/> Conversion of Public Housing to Project-Based Rental Assistance or Project-Based Vouchers under RAD.</p> <p><input type="checkbox"/> <input type="checkbox"/> Occupancy by Over-Income Families.</p> <p><input type="checkbox"/> <input type="checkbox"/> Occupancy by Police Officers.</p> <p><input type="checkbox"/> <input type="checkbox"/> Non-Smoking Policies.</p> <p><input type="checkbox"/> <input type="checkbox"/> Project-Based Vouchers.</p> <p><input type="checkbox"/> <input type="checkbox"/> Units with Approved Vacancies for Modernization.</p> <p><input type="checkbox"/> <input type="checkbox"/> Other Capital Grant Programs (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants).</p> <p>(b) If any of these activities are planned for the current Fiscal Year, describe the activities. For new demolition activities, describe any public housing development or portion thereof, owned by the PHA for which the PHA has applied or will apply for demolition and/or disposition approval under section 18 of the 1937 Act under the separate demolition/disposition approval process. If using Project-Based Vouchers (PBVs), provide the projected number of project-based units and general locations, and describe how project basing would be consistent with the PHA Plan.</p> <p>See Attachment 8</p>
B.3	<p>Progress Report.</p> <p>Provide a description of the PHA's progress in meeting its Mission and Goals described in the PHA 5-Year and Annual Plan.</p> <p>See Attachment 9</p>

B.4	<p>Capital Improvements. Include a reference here to the most recent HUD-approved 5-Year Action Plan in EPIC and the date that it was approved.</p> <p>See Capital Fund 5 Year Action Plan in EPIC approved by HUD on 06/15/2022</p>
B.5	<p>Most Recent Fiscal Year Audit.</p> <p>(a) Were there any findings in the most recent FY Audit?</p> <p>Y N <input type="checkbox"/> <input type="checkbox"/></p> <p>(b) If yes, please describe:</p>
C.	<p>Other Document and/or Certification Requirements.</p>
C.1	<p>Resident Advisory Board (RAB) Comments.</p> <p>(a) Did the RAB(s) have comments to the PHA Plan?</p> <p>Y N <input type="checkbox"/> <input type="checkbox"/></p> <p>(b) If yes, comments must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations.</p>
C.2	<p>Certification by State or Local Officials.</p> <p>Form HUD 50077-SL, <i>Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan. See Attachment 10</p>
C.3	<p>Civil Rights Certification/ Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan.</p> <p>Form HUD-50077-ST-HCV-HP, <i>PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan. See Attachment 11</p>
C.4	<p>Challenged Elements. If any element of the PHA Plan is challenged, a PHA must include such information as an attachment with a description of any challenges to Plan elements, the source of the challenge, and the PHA's response to the public.</p> <p>(a) Did the public challenge any elements of the Plan?</p> <p>Y N <input type="checkbox"/> <input type="checkbox"/></p> <p>If yes, include Challenged Elements.</p>
C.5	<p>Troubled PHA.</p> <p>(a) Does the PHA have any current Memorandum of Agreement, Performance Improvement Plan, or Recovery Plan in place?</p> <p>Y N N/A <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></p> <p>(b) If yes, please describe:</p>

D.	Affirmatively Furthering Fair Housing (AFFH). N/A						
D.1	Affirmatively Furthering Fair Housing (AFFH). Provide a statement of the PHA's strategies and actions to achieve fair housing goals outlined in an accepted Assessment of Fair Housing (AFH) consistent with 24 CFR § 5.154(d)(5). Use the chart provided below. (PHAs should add as many goals as necessary to overcome fair housing issues and contributing factors.) Until such time as the PHA is required to submit an AFH, the PHA is not obligated to complete this chart. The PHA will fulfill, nevertheless, the requirements at 24 CFR § 903.7(o) enacted prior to August 17, 2015. See Instructions for further detail on completing this item. <div data-bbox="181 485 1451 934"> <table border="1"> <tr> <td data-bbox="181 485 1451 527">Fair Housing Goal:</td> </tr> <tr> <td data-bbox="181 527 1451 934"><u>Describe fair housing strategies and actions to achieve the goal</u></td> </tr> </table> </div> <div data-bbox="181 959 1451 1371"> <table border="1"> <tr> <td data-bbox="181 959 1451 1001">Fair Housing Goal:</td> </tr> <tr> <td data-bbox="181 1001 1451 1371"><u>Describe fair housing strategies and actions to achieve the goal</u></td> </tr> </table> </div> <div data-bbox="181 1396 1451 1850"> <table border="1"> <tr> <td data-bbox="181 1396 1451 1438">Fair Housing Goal:</td> </tr> <tr> <td data-bbox="181 1438 1451 1850"><u>Describe fair housing strategies and actions to achieve the goal</u></td> </tr> </table> </div>	Fair Housing Goal:	<u>Describe fair housing strategies and actions to achieve the goal</u>	Fair Housing Goal:	<u>Describe fair housing strategies and actions to achieve the goal</u>	Fair Housing Goal:	<u>Describe fair housing strategies and actions to achieve the goal</u>
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Instructions for Preparation of Form HUD-50075-ST Annual PHA Plan for Standard and Troubled PHAs

A. PHA Information. All PHAs must complete this section. (24 CFR §903.4)

- A.1 Include the full **PHA Name**, **PHA Code**, **PHA Type**, **PHA Fiscal Year Beginning** (MM/YYYY), **PHA Inventory**, **Number of Public Housing Units and or Housing Choice Vouchers (HCVs)**, **PHA Plan Submission Type**, and the **Availability of Information**, specific location(s) of all information relevant to the public hearing and proposed PHA Plan. ([24 CFR §903.23\(4\)\(e\)](#))

PHA Consortia: Check box if submitting a Joint PHA Plan and complete the table. ([24 CFR §943.128\(a\)](#))

B. Plan Elements. All PHAs must complete this section.

B.1 Revision of Existing PHA Plan Elements. PHAs must:

Identify specifically which plan elements listed below that have been revised by the PHA. To specify which elements have been revised, mark the “yes” box. If an element has not been revised, mark “no.” ([24 CFR §903.7](#))

☐ **Statement of Housing Needs and Strategy for Addressing Housing Needs.** Provide a statement addressing the housing needs of low-income, very low-income and extremely low-income families and a brief description of the PHA’s strategy for addressing the housing needs of families who reside in the jurisdiction served by the PHA and other families who are on the public housing and Section 8 tenant-based assistance waiting lists. The statement must identify the housing needs of (i) families with incomes below 30 percent of area median income (extremely low-income); (ii) elderly families (iii) households with individuals with disabilities, and households of various races and ethnic groups residing in the jurisdiction or on the public housing and Section 8 tenant-based assistance waiting lists based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data. The statement of housing needs shall be based on information provided by the applicable Consolidated Plan, information provided by HUD, and generally available data. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. Once the PHA has submitted an Assessment of Fair Housing (AFH), which includes an assessment of disproportionate housing needs in accordance with 24 CFR §5.154(d)(2)(iv), information on households with individuals with disabilities and households of various races and ethnic groups residing in the jurisdiction or on the waiting lists no longer needs to be included in the Statement of Housing Needs and Strategy for Addressing Housing Needs. (24 CFR §903.7(a)).

The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. ([24 CFR §903.7\(a\)\(2\)\(i\)](#)) Provide a description of the ways in which the PHA intends, to the maximum extent practicable, to address those housing needs in the upcoming year and the PHA’s reasons for choosing its strategy. ([24 CFR §903.7\(a\)\(2\)\(ii\)](#))

☐ **Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions.** PHAs must submit a Deconcentration Policy for Field Office review. For additional guidance on what a PHA must do to deconcentrate poverty in its development and comply with fair housing requirements, see [24 CFR 903.2](#). ([24 CFR §903.23\(b\)](#)) Describe the PHA’s admissions policy for deconcentration of poverty and income mixing of lower-income families in public housing. The Deconcentration Policy must describe the PHA’s policy for bringing higher income tenants into lower income developments and lower income tenants into higher income developments. The deconcentration requirements apply to general occupancy and family public housing developments. Refer to 24 CFR §903.2(b)(2) for developments not subject to deconcentration of poverty and income mixing requirements. ([24 CFR §903.7\(b\)](#)) Describe the PHA’s procedures for maintain waiting lists for admission to public housing and address any site-based waiting lists. ([24 CFR §903.7\(b\)](#)). A statement of the PHA’s policies that govern resident or tenant eligibility, selection and admission including admission preferences for both public housing and HCV. ([24 CFR §903.7\(b\)](#)) Describe the unit assignment policies for public housing. ([24 CFR §903.7\(b\)](#))

☐ **Financial Resources.** A statement of financial resources, including a listing by general categories, of the PHA’s anticipated resources, such as PHA operating, capital and other anticipated Federal resources available to the PHA, as well as tenant rents and other income available to support public housing or tenant-based assistance. The statement also should include the non-Federal sources of funds supporting each Federal program, and state the planned use for the resources. ([24 CFR §903.7\(c\)](#))

☐ **Rent Determination.** A statement of the policies of the PHA governing rents charged for public housing and HCV dwelling units, including applicable public housing flat rents, minimum rents, voucher family rent contributions, and payment standard policies. ([24 CFR §903.7\(d\)](#))

☐ **Operation and Management.** A statement of the rules, standards, and policies of the PHA governing maintenance and management of housing owned, assisted, or operated by the public housing agency (which shall include measures necessary for the prevention or eradication of pest infestation, including cockroaches), and management of the PHA and programs of the PHA. ([24 CFR §903.7\(e\)](#))

☐ **Grievance Procedures.** A description of the grievance and informal hearing and review procedures that the PHA makes available to its residents and applicants. ([24 CFR §903.7\(f\)](#))

☐ **Homeownership Programs.** A description of any Section 5h, Section 32, Section 8y, or HOPE I public housing or Housing Choice Voucher (HCV) homeownership programs (including project number and unit count) administered by the agency or for which the PHA has applied or will apply for approval. ([24 CFR §903.7\(k\)](#))

☐ **Community Service and Self Sufficiency Programs.** Describe how the PHA will comply with the requirements of ([24 CFR §903.7\(l\)](#)). Provide a description of: 1) Any programs relating to services and amenities provided or offered to assisted families; and 2) Any policies or programs of the PHA for the enhancement of the economic and social self-sufficiency of assisted families, including programs subject to Section 3 of the Housing and Urban Development Act of 1968 (24 CFR Part 135) and FSS. ([24 CFR §903.7\(l\)](#))

☐ **Safety and Crime Prevention (VAWA).** Describe the PHA's plan for safety and crime prevention to ensure the safety of the public housing residents. The statement must provide development-by-development or jurisdiction wide-basis: (i) A description of the need for measures to ensure the safety of public housing residents; (ii) A description of any crime prevention activities conducted or to be conducted by the PHA; and (iii) A description of the coordination between the PHA and the appropriate police precincts for carrying out crime prevention measures and activities. (24 CFR §903.7(m)) A description of: **1)** Any activities, services, or programs provided or offered by an agency, either directly or in partnership with other service providers, to child or adult victims of domestic violence, dating violence, sexual assault, or stalking; **2)** Any activities, services, or programs provided or offered by a PHA that helps child and adult victims of domestic violence, dating violence, sexual assault, or stalking, to obtain or maintain housing; and **3)** Any activities, services, or programs provided or offered by a public housing agency to prevent domestic violence, dating violence, sexual assault, and stalking, or to enhance victim safety in assisted families. (24 CFR §903.7(m)(5))

☐ **Pet Policy.** Describe the PHA's policies and requirements pertaining to the ownership of pets in public housing. (24 CFR §903.7(n))

☐ **Asset Management.** State how the agency will carry out its asset management functions with respect to the public housing inventory of the agency, including how the agency will plan for the long-term operating, capital investment, rehabilitation, modernization, disposition, and other needs for such inventory. (24 CFR §903.7(q))

☐ **Substantial Deviation.** PHA must provide its criteria for determining a "substantial deviation" to its 5-Year Plan. (24 CFR §903.7(r)(2)(i))

☐ **Significant Amendment/Modification.** PHA must provide its criteria for determining a "Significant Amendment or Modification" to its 5-Year and Annual Plan. For modifications resulting from the Rental Assistance Demonstration (RAD) program, refer to the 'Sample PHA Plan Amendment' found in Notice PIH-2012-32 REV-3, successor RAD Implementation Notices, or other RAD Notices.

If any boxes are marked "yes", describe the revision(s) to those element(s) in the space provided.

PHAs must submit a Deconcentration Policy for Field Office review. For additional guidance on what a PHA must do to deconcentrate poverty in its development and comply with fair housing requirements, see 24 CFR 903.2. (24 CFR §903.23(b))

B.2 New Activities. If the PHA intends to undertake any new activities related to these elements in the current Fiscal Year, mark "yes" for those elements, and describe the activities to be undertaken in the space provided. If the PHA does not plan to undertake these activities, mark "no."

☐ **HOPE VI or Choice Neighborhoods.** **1)** A description of any housing (including project number (if known) and unit count) for which the PHA will apply for HOPE VI or Choice Neighborhoods; and **2)** A timetable for the submission of applications or proposals. The application and approval process for Hope VI or Choice Neighborhoods is a separate process. See guidance on HUD's website at:

https://www.hud.gov/program_offices/public_indian_housing/programs/ph/hope6. (Notice PIH 2011-47)

☐ **Mixed Finance Modernization or Development.** **1)** A description of any housing (including project number (if known) and unit count) for which the PHA will apply for Mixed Finance Modernization or Development; and **2)** A timetable for the submission of applications or proposals. The application and approval process for Mixed Finance Modernization or Development is a separate process. See guidance on HUD's website at:

https://www.hud.gov/program_offices/public_indian_housing/programs/ph/hope6/mfph#4

☐ **Demolition and/or Disposition.** With respect to public housing only, describe any public housing development(s), or portion of a public housing development projects, owned by the PHA and subject to ACCs (including project number and unit numbers [or addresses]), and the number of affected units along with their sizes and accessibility features) for which the PHA will apply or is currently pending for demolition or disposition approval under section 18 of the 1937 Act (42 U.S.C. 1437p); and **2)** A timetable for the demolition or disposition. This statement must be submitted to the extent that approved and/or pending demolition and/or disposition has changed as described in the PHA's last Annual and/or 5-Year PHA Plan submission. The application and approval process for demolition and/or disposition is a separate process. Approval of the PHA Plan does not constitute approval of these activities. See guidance on HUD's website at: http://www.hud.gov/offices/pih/centers/sac/demo_dispo/index.cfm. (24 CFR §903.7(h))

☐ **Designated Housing for Elderly and Disabled Families.** Describe any public housing projects owned, assisted or operated by the PHA (or portions thereof), in the upcoming fiscal year, that the PHA has continually operated as, has designated, or will apply for designation for occupancy by elderly and/or disabled families only. Include the following information: **1)** development name and number; **2)** designation type; **3)** application status; **4)** date the designation was approved, submitted, or planned for submission; **5)** the number of units affected and; **6)** expiration date of the designation of any HUD approved plan. **Note:** The application and approval process for such designations is separate from the PHA Plan process, and PHA Plan approval does not constitute HUD approval of any designation. (24 CFR §903.7(i)(C))

☐ **Conversion of Public Housing under the Voluntary or Mandatory Conversion programs.** Describe any public housing building(s) (including project number and unit count) owned by the PHA that the PHA is required to convert or plans to voluntarily convert to tenant-based assistance; **2)** An analysis of the projects or buildings required to be converted; and **3)** A statement of the amount of assistance received to be used for rental assistance or other housing assistance in connection with such conversion. See guidance on HUD's website at:

<http://www.hud.gov/offices/pih/centers/sac/conversion.cfm>. (24 CFR §903.7(j))

☐ **Conversion of Public Housing under the Rental Assistance Demonstration (RAD) program.** Describe any public housing building(s) (including project number and unit count) owned by the PHA that the PHA plans to voluntarily convert to Project-Based Rental Assistance or Project-Based Vouchers under RAD. See additional guidance on HUD's website at: [Notice PIH 2012-32 REV-3, successor RAD Implementation Notices, and other RAD notices.](#)

☐ **Occupancy by Over-Income Families.** A PHA that owns or operates fewer than two hundred fifty (250) public housing units, may lease a unit in a public housing development to an over-income family (a family whose annual income exceeds the limit for a low income family at the time of initial occupancy), if all the following conditions are satisfied: (1) There are no eligible low income families on the PHA waiting list or applying for public housing assistance when the unit is leased to an over-income family; (2) The PHA has publicized availability of the unit for rental to eligible low income families, including publishing public notice of such availability in a newspaper of general circulation in the jurisdiction at least thirty days before offering the unit to an over-income family; (3) The over-income family rents the unit on a month-to-month basis for a rent that is not less than the PHA's cost to operate the unit; (4) The lease to the over-income family provides that the family agrees to vacate the unit when needed for rental to an eligible family; and (5) The PHA gives the over-income family at least thirty days notice to vacate the unit when the unit is needed for rental to an eligible family. The PHA may

incorporate information on occupancy by over-income families into its PHA Plan statement of deconcentration and other policies that govern eligibility, selection, and admissions. See additional guidance on HUD's website at: [Notice PIH 2011-7](#). ([24 CFR 960.503](#)) (24 CFR 903.7(b))

☐ **Occupancy by Police Officers.** The PHA may allow police officers who would not otherwise be eligible for occupancy in public housing, to reside in a public housing dwelling unit. The PHA must include the number and location of the units to be occupied by police officers, and the terms and conditions of their tenancies; and a statement that such occupancy is needed to increase security for public housing residents. A "police officer" means a person determined by the PHA to be, during the period of residence of that person in public housing, employed on a full-time basis as a duly licensed professional police officer by a Federal, State or local government or by any agency of these governments. An officer of an accredited police force of a housing agency may qualify. The PHA may incorporate information on occupancy by police officers into its PHA Plan statement of deconcentration and other policies that govern eligibility, selection, and admissions. See additional guidance on HUD's website at: [Notice PIH 2011-7](#). ([24 CFR 960.505](#)) (24 CFR 903.7(b))

☐ **Non-Smoking Policies.** The PHA may implement non-smoking policies in its public housing program and incorporate this into its PHA Plan statement of operation and management and the rules and standards that will apply to its projects. See additional guidance on HUD's website at: [Notice PIH 2009-21](#) and [Notice PIH-2017-03](#). ([24 CFR §903.7\(e\)](#))

☐ **Project-Based Vouchers.** Describe any plans to use Housing Choice Vouchers (HCVs) for new project-based vouchers, which must comply with PBV goals, civil rights requirements, Housing Quality Standards (HQS) and deconcentration standards, as stated in 983.57(b)(1) and set forth in the PHA Plan statement of deconcentration and other policies that govern eligibility, selection, and admissions. If using project-based vouchers, provide the projected number of project-based units and general locations, and describe how project-basing would be consistent with the PHA Plan ([24 CFR §903.7\(b\)](#)).

☐ **Units with Approved Vacancies for Modernization.** The PHA must include a statement related to units with approved vacancies that are undergoing modernization in accordance with [24 CFR §990.145\(a\)\(1\)](#).

☐ **Other Capital Grant Programs** (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants).

For all activities that the PHA plans to undertake in the current Fiscal Year, provide a description of the activity in the space provided.

B.3 Progress Report. For all Annual Plans following submission of the first Annual Plan, a PHA must include a brief statement of the PHA's progress in meeting the mission and goals described in the 5-Year PHA Plan. ([24 CFR §903.7\(r\)\(1\)](#))

B.4 Capital Improvements. PHAs that receive funding from the Capital Fund Program (CFP) must complete this section ([24 CFR §903.7\(g\)](#)). To comply with this requirement, the PHA must reference the most recent HUD approved Capital Fund 5 Year Action Plan in EPIC and the date that it was approved. PHAs can reference the form by including the following language in the Capital Improvement section of the appropriate Annual or Streamlined PHA Plan Template: "See Capital Fund 5 Year Action Plan in EPIC approved by HUD on XX/XX/XXXX."

B.5 Most Recent Fiscal Year Audit. If the results of the most recent fiscal year audit for the PHA included any findings, mark "yes" and describe those findings in the space provided. ([24 CFR §903.7\(p\)](#))

C. Other Document and/or Certification Requirements.

C.1 Resident Advisory Board (RAB) comments. If the RAB had comments on the annual plan, mark "yes," submit the comments as an attachment to the Plan and describe the analysis of the comments and the PHA's decision made on these recommendations. ([24 CFR §903.13\(c\)](#), [24 CFR §903.19](#))

C.2 Certification by State or Local Officials. Form HUD-50077-SL, *Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan*, must be submitted by the PHA as an electronic attachment to the PHA Plan. ([24 CFR §903.15](#)). Note: A PHA may request to change its fiscal year to better coordinate its planning with planning done under the Consolidated Plan process by State or local officials as applicable.

C.3 Civil Rights Certification/ Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan. Provide a certification that the following plan elements have been revised, provided to the RAB for comment before implementation, approved by the PHA board, and made available for review and inspection by the public. This requirement is satisfied by completing and submitting form HUD-50077 ST-HCV-HP, *PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed*. Form HUD-50077-ST-HCV-HP, *PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed* must be submitted by the PHA as an electronic attachment to the PHA Plan. This includes all certifications relating to Civil Rights and related regulations. A PHA will be considered in compliance with the certification requirement to affirmatively further fair housing if the PHA fulfills the requirements of §§ 903.7(o)(1) and 903.15(d) and: (i) examines its programs or proposed programs; (ii) identifies any fair housing issues and contributing factors within those programs, in accordance with 24 CFR 5.154 or 24 CFR 5.160(a)(3) as applicable; (iii) specifies actions and strategies designed to address contributing factors, related fair housing issues, and goals in the applicable Assessment of Fair Housing consistent with 24 CFR 5.154 in a reasonable manner in view of the resources available; (iv) works with jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement; (v) operates programs in a manner consistent with any applicable consolidated plan under 24 CFR part 91, and with any order or agreement, to comply with the authorities specified in paragraph (o)(1) of this section; (vi) complies with any contribution or consultation requirement with respect to any applicable AFH, in accordance with 24 CFR 5.150 through 5.180; (vii) maintains records reflecting these analyses, actions, and the results of these actions; and (viii) takes steps acceptable to HUD to remedy known fair housing or civil rights violations, impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with the local jurisdiction to implement any of the jurisdiction's initiatives to affirmatively further fair housing; and assures that the annual plan is consistent with any applicable Consolidated Plan for its jurisdiction. ([24 CFR §903.7\(o\)](#)).

C.4 Challenged Elements. If any element of the Annual PHA Plan or 5-Year PHA Plan is challenged, a PHA must include such information as an attachment to the Annual PHA Plan or 5-Year PHA Plan with a description of any challenges to Plan elements, the source of the challenge, and the PHA's response to the public.

C.5 Troubled PHA. If the PHA is designated troubled, and has a current MOA, improvement plan, or recovery plan in place, mark "yes," and describe that plan. Include dates in the description and most recent revisions of these documents as attachments. If the PHA is troubled, but does not have any of these items, mark "no." If the PHA is not troubled, mark "N/A." ([24 CFR §903.9](#))

D. Affirmatively Furthering Fair Housing (AFFH).

D.1 Affirmatively Furthering Fair Housing. The PHA will use the answer blocks in item D.1 to provide a statement of its strategies and actions to implement each fair housing goal outlined in its accepted Assessment of Fair Housing (AFH) consistent with 24 CFR § 5.154(d)(5) that states, in relevant part: “To implement goals and priorities in an AFH, strategies and actions shall be included in program participants’ ... PHA Plans (including any plans incorporated therein) Strategies and actions must affirmatively further fair housing” Use the chart provided to specify each fair housing goal from the PHA’s AFH for which the PHA is the responsible program participant – whether the AFH was prepared solely by the PHA, jointly with one or more other PHAs, or in collaboration with a state or local jurisdiction – and specify the fair housing strategies and actions to be implemented by the PHA during the period covered by this PHA Plan. If there are more than three fair housing goals, add answer blocks as necessary.

Until such time as the PHA is required to submit an AFH, the PHA will not have to complete section D., nevertheless, the PHA will address its obligation to affirmatively further fair housing in part by fulfilling the requirements at 24 CFR 903.7(o)(3) enacted prior to August 17, 2015, which means that it examines its own programs or proposed programs; identifies any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with local jurisdictions to implement any of the jurisdiction’s initiatives to affirmatively further fair housing that require the PHA’s involvement; and maintain records reflecting these analyses and actions. Furthermore, under Section 5A(d)(15) of the U.S. Housing Act of 1937, as amended, a PHA must submit a civil rights certification with its Annual PHA Plan, which is described at 24 CFR 903.7(o)(1) except for qualified PHAs who submit the Form HUD-50077-CR as a standalone document.

This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced the 5-Year and Annual PHA Plan.

Public reporting burden for this information collection is estimated to average 7.52 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Privacy Act Notice. The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

Attachment 1: Statement of Housing Needs and Strategy for Addressing Housing Needs

The Housing Authority of the City of Bangor has a public housing waiting list with approximately 1400 families, of which approximately 80% are extremely low income.

BHA's Housing Choice Voucher Program is part of the Maine Centralized Section 8/HCV Waiting List. The number of applicant families in BHA's jurisdiction is 684, of which approximately 82% are extremely low income, approximately 13% are very low income, and approximately less than 4% are low income.

There were 568 applicants for public housing who selected a preference.

BHA's public housing program exceeded the HUD federal targeting requirements by having more than 81% of move-ins being extremely low income or under, in excess of the 75% requirement.

BHA will continue to minimize the number of public housing units off-line by employing effective maintenance and management policies, reduce turnover time for vacated units. Through HCV replacement housing resources, seek replacement of public housing units lost to the inventory.

BHA will continue to establish payment standards to maintain or increase HCV lease-up rates to enable families to rent throughout the area.

BHA will apply for additional HCV units should they become available and leverage affordable housing resources in the community through the creation of mixed-finance housing.

The HCV Program will house families based on date and time the application is received with a residency preference.

Public Housing will place families on the waiting list based on the date and time of the pre-application is received and will house families based on date the application is approved. As units become available through turnover, every tenth (10th) unit will be made available to a family who is chronically homeless. Single persons who are age 62 or older, displaced, homeless or persons with disabilities will be offered housing before other single persons.

BHA received Emergency Housing Vouchers.

BHA will apply for special-purpose vouchers targeted to the elderly and families with disabilities, if they become available. BHA will modify public housing units based on the section 504 Needs Assessment for public housing. Affirmatively market to area non-profits that assist families with disabilities and/or races/ethnicities shown to have disproportionate housing needs.

Attachment 2: Statement of Financial Resources

Financial Resources: Planned Sources and Uses		
Sources	Amount	Planned Use
1. Federal Grants (FY 2021 grants)		
a) Public Housing Operating Fund	\$3,290,602	
b) Public Housing Capital Fund	\$1,055,299	
c) HOPE VI Revitalization	0	
d) HOPE VI Demolition	0	
e) Annual Contributions for Section 8 Tenant-Based Assistance	\$2,958,923	
f) Public Housing Drug Elimination Program (including any Technical Assistance funds)	0	
g) Resident Opportunity and Self-Sufficiency Grants	\$77,633	
h) Community Development Block Grant	0	
i) HOME	0	
Other Federal Grants (list below)	0	
2. Prior Year Federal Grants (unobligated funds only) (list below)		
3. Public Housing Dwelling Rental Income	\$2,655,780	PH Operations
4. Non-federal sources		
General Fund Investment interest	\$1,846	PH Operations
Excess Utilities/non-dwelling rents	\$199,990	PH Operations
Laundry/vending	\$1,938	PH Operations
Total:	\$10,242,011	

This is subject to change as later information is received.

Attachment 3: Rent Determination

BHA will continue to monitor flat rents to comply with HUD regulations to be at least 80% of FMR.

Changes to 2023 Admissions and Continued Occupancy Policy

16.6 Tenants in Good Standing

A family's transfer request or a Category 4 transfer will not be approved unless the family is in good standing with BHA, meaning that the family is not in default under their lease, is current in all payments to BHA, and has passed a housekeeping inspection. In addition, a family's transfer request will not be approved if any member of the family has not resided in the unit for at least twelve (12) months or if the transfer would leave a member of the family in the unit who has not resided in the unit for at least twelve (12) months.

**ADMISSIONS AND
CONTINUED OCCUPANCY
POLICY**

**HOUSING AUTHORITY OF
THE CITY OF BANGOR**

Effective January 1, 2023

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ADMISSIONS AND CONTINUED OCCUPANCY POLICY

The purpose of this Admissions and Continued Occupancy Policy (“ACOP”) is to establish guidelines for the Housing Authority of the City of Bangor (“BHA”) to follow in determining eligibility for, admission to, and continued occupancy of its public housing units.

This ACOP is drafted pursuant to the requirements of The Department of Housing and Urban Development (“HUD”), and other state and federal law. At times, the ACOP reflects areas where BHA has exercised its discretion. The policies and procedures included in the ACOP apply to applicants, residents, and BHA.

In the event of a conflict with applicable law or changes thereto, the applicable law shall apply.

1.0 CIVIL RIGHTS

BHA will fully comply with all civil rights laws, including but not limited to Title VI of the Civil Rights Act of 1964; Title VII of the Civil Rights Act of 1968; Section 504 of the Rehabilitation Act of 1973; Title II of the Americans with Disability Act of 1990; the Maine Human Rights Act; and any other applicable federal, state, or local law or ordinances governing the full and fair treatment of all individuals.

BHA will not discriminate against any person because of race or color, sex, actual or perceived sexual orientation (to include actual or perceived gender identity or expression), physical or mental disability, religion, ancestry, national origin or familial status in the price, terms, conditions or privileges of the sale, rental, or lease of any housing accommodations, or in the furnishing of facilities or services in connection with any housing accommodations. BHA will not evict or attempt to evict any tenant of any housing accommodation because of the race or color, sex, actual or perceived sexual orientation (to include actual or perceived gender identity or expression), physical or mental disability, religion, ancestry, national origin or familial status of the tenant.

BHA will not inquire about a person’s actual or perceived sexual orientation or gender identity. BHA may, however, inquire about a person’s gender in order to determine the number of bedrooms a household may be eligible for under the occupancy standards and/or to accurately complete forms required by HUD.

BHA will provide information to its applicants and tenants about discrimination and the recourse available if they believe they have been victims of discrimination. BHA will assist any family that believes they have suffered illegal discrimination by providing them with copies of the appropriate complaint forms. BHA will also assist them in completing the forms, if requested and will provide

them with the contact information of the Maine Human Rights Commission and the nearest HUD office of Fair Housing and Equal Opportunity.

2.0 REASONABLE ACCOMMODATION

BHA is committed to ensuring that its policies and procedures do not deny individuals with disabilities the opportunity to participate in, or benefit from, or otherwise discriminate against individuals with disabilities, on the basis of disability, in connection with the operations of BHA's programs, services and activities.

Therefore, BHA will make reasonable adjustments to its rules, policies, practices, or services when such accommodations may be necessary to afford a tenant or applicant with a physical or mental disability the equal opportunity to use and enjoy a dwelling unit, including public and common use areas, unless doing so would result in a fundamental alteration in the nature of the program or an undue financial and administrative burden.

BHA will post a copy of its Reasonable Accommodation Policy (the "Policy") in its Administrative Office, located at 161 Davis Road, Bangor, Maine and on its website at <https://www.bangorhousing.org/>. In addition, individuals may obtain a copy of its Reasonable Accommodation Policy from the BHA's Section 504 Coordinator.

2.1 Authority

BHA's Policy is based on the following federal and state civil rights laws and regulations: Section 504 of the Rehabilitation Act of 1973 ("Section 504"); Title II of the Americans with Disabilities Act of 1990 ("ADA"); the Fair Housing Act of 1968, as amended ("Fair Housing Act"); the Architectural Barriers Act of 1968; the respective implementing regulations for each Act; and the Maine Human Rights Act.

2.2 Monitoring

BHA's Section 504 Coordinator is responsible for monitoring its compliance with its Policy. Individuals who have questions about the Policy, including its interpretation or implementation, can contact BHA's Section 504 Coordinator:

**Housing Authority of the City of Bangor
Section 504 Coordinator
161 Davis Road
Bangor, ME 04401
Tel: 942-6365**

2.3 Training

BHA's Section 504 Coordinator will ensure that appropriate BHA staff receive adequate training about the Policy and applicable Federal, state, and local requirements regarding reasonable accommodations.

2.4 Reasonable Accommodation

A person with a disability may request a reasonable accommodation at any time during the application process, residency in public housing, or participation in the Housing Choice Voucher Program. BHA generally does not provide a reasonable accommodation without a request first having been made. A request does not need to be made in a particular manner or at a particular time. An eligible person does not need to personally make the request; it can be made by a family member or someone else acting on the person's behalf.

The decision to approve or deny a request for a reasonable accommodation is made on a case-by-case basis, taking all relevant considerations into account.

2.5 Disability

An individual is considered disabled if they have a record of or are regarded as having or likely to develop a physical or mental impairment that substantially limits one or more of their major life activities, significantly impairs physical or mental health (i.e., has an actual or expected duration of more than 6 months and impairs health to a significant extent as compared to what is ordinarily experienced in the general population), or requires special education, vocational rehabilitation or related services.

An individual is also considered disabled if they have a record of or are regarded as having or likely to develop any of the following conditions, without regard to severity: absent, artificial or replacement limbs, hands, feet or vital organs; alcoholism; amyotrophic lateral sclerosis; bipolar disorder; blindness or abnormal vision loss; cancer; cerebral palsy; chronic obstructive pulmonary disease; Crohn's disease; cystic fibrosis; deafness or abnormal hearing loss; diabetes; substantial disfigurement; epilepsy; heart disease; HIV or AIDS; kidney or renal diseases; lupus; major depressive disorder; mastectomy; intellectual disability; multiple sclerosis; muscular dystrophy; paralysis; Parkinson's disease; pervasive developmental disorders; rheumatoid arthritis; schizophrenia; and acquired brain injury.

Physical or mental impairment does not include psychoactive substance use disorders resulting from current illegal use of drugs.

2.6 Processing Requests

BHA provides a “Request for Reasonable Accommodation” (“Request Form”) to all applicants, residents, and/or individuals who may want to request a reasonable accommodation. Persons requesting an application will receive a Request Form and a Notice of Occupancy Rights under the Violence Against Women Act (“VAWA”).

Requests may, however, be submitted in writing, orally, or by any other equally effective means of communication. If needed as a reasonable accommodation, BHA will assist the individual in completing the Request Form. It may also be provided in an alternative format, upon request.

Within seven days of receipt of a request, BHA will forward the request to the Section 504 Coordinator.

Within fourteen calendar days of receipt of a request, BHA will respond, including whether additional information or documentation may be required. BHA will notify the individual, in writing, of the need for the additional information or documentation. The written notification will provide the individual with a reply date for submission of the outstanding information or documentation.

Additional information or documentation may also be required if, for example, the individual’s disability or need for the accommodation are not apparent or readily known to BHA, including but not limited to being documented in BHA’s files for the individual. If BHA requires verification of the individual’s disability and/or need for the accommodation, it will send a request for that verification to the person identified in the Request Form. BHA will send this verification within fourteen days of receipt of the request.

Within twenty-eight days of receipt of the request or receipt of all required supporting documentation (including verification of disability and/or need for the requested accommodation), whichever is later, BHA will provide written notification to the resident (or applicant) of its decision on the request. Verifications are discussed further below. Upon request, the written notification will be provided in an alternate format.

If additional information or documentation is required and BHA does not receive this information or if the information or documentation does not establish that the individual is disabled or needs

the accommodation, the request will be denied. In denying the request, BHA will inform the individual of the reason(s) for the denial and the right to request a meeting and/or hearing pursuant to BHA's Grievance Policy.

If BHA receives additional information or documentation but it believes that the request is not reasonable (i.e., it would impose an undue financial or administrative burden or it would fundamentally alter the nature of BHA's programs), BHA will engage in an interactive process with the individual where they will discuss whether there is an alternative accommodation that would effectively address the individual's disability-related needs that is reasonable. If the alternative accommodation would effectively meet the individual's disability-related needs and is reasonable, BHA will grant it. If there is not such an alternative accommodation, however, BHA may deny the request. In denying the request, BHA will inform the individual of the reason(s) for the denial and the right to request a meeting and/or hearing pursuant to BHA's Grievance Policy.

Denials of reasonable accommodation requests are discussed further in Section 2.8 below.

All requests that are approved will be implemented promptly.

2.7 Verification

BHA may request documentation of the need for a reasonable accommodation as identified on the Request Form. BHA may also need to verify the existence of a disability, to the extent necessary to ensure that the individual who made the request has a disability-based need for the requested accommodation.

BHA will not require individuals to disclose confidential medical records in order to verify disability. BHA also will not require specific details regarding the individual's disability or the nature or extent of the disability. BHA will only request documentation to confirm the disability-related need for the requested reasonable accommodation.

If BHA receives documentation that contains an individual's specific diagnosis, information regarding the individual's treatment, and/or information regarding the nature or severity of the individual's disability, BHA will immediately dispose of this confidential information and note in the individual's file that it received verification of disability, without reference to the specific diagnosis, the date received, and the name and address of the person/organization that provided the verification

The following may provide verification of a disability and the need for the requested accommodation(s):

1. Doctor;
2. Other health professional;
3. Peer support group;
4. Non-medical service agency; or
5. A reliable third party who is in a position to know about the disability.

2.8 Denial of Reasonable Accommodation Request(s)

Requested accommodations will not be approved if:

1. There is no disability;
2. There is no disability-related need for the accommodation;
3. Granting the requested accommodation would result in violation of state and/or federal law;
4. Granting the requested accommodation would cause:
 - a. A fundamental alteration in the nature of BHA's public housing program;
 - b. An undue financial burden on BHA; or
 - c. An undue administrative burden on BHA;

2.9 Transfer as Reasonable Accommodation

BHA shall not require a resident with a disability to accept a transfer in lieu of providing a reasonable accommodation. However, if a public housing resident with a disability requests a dwelling unit modification that involve structural changes, including, but not limited to widening entrances, rooms, or hallways, and there is a vacant, comparable, and appropriately sized UFAS-compliant unit in that resident's project or an adjacent project, BHA may offer to transfer the resident to the vacant unit in his/her project or adjacent project in lieu of providing structural modifications. However, if that resident rejects the offered transfer, BHA shall make modifications to the resident's unit unless doing so would be structurally impracticable or would result in an undue financial and administrative burden. If the resident accepts the transfer, BHA will work with

the resident to obtain moving expenses from social service agencies or other similar sources. If that effort to obtain moving expenses is unsuccessful within thirty (30) days of the assignment of the dwelling unit, BHA shall pay the reasonable moving expenses, including utilities fees and deposits.

2.10 Housing Choice Voucher as Reasonable Accommodation

1. When issuing a voucher as an accommodation, BHA must include a list of current available accessible units known to BHA, upon request. BHA will also provide search assistance. BHA may also partner with a qualified, local disability organization to assist the resident or applicant with the search for available, accessible housing.
2. Extensions beyond the maximum term of one hundred twenty (120) days are available as a reasonable accommodation to eligible individuals with disabilities. These extensions are subject to documentation that a diligent effort to locate a unit has been conducted considering any impediments to searching because of a family member's disability.
3. BHA may, if necessary, as a reasonable accommodation for an individual with a disability, approve a family's request for an exception payment standard amount under the Housing Choice Voucher Program so that the program is readily accessible to and usable by individuals with disabilities.
4. Upon request by an applicant, participant, or their representative, BHA can grant an exception payment standard up to 120% of the Fair Market Rent ("FMR"). However, the applicant, participant or the representative, must provide documentation of the need for the exception payment standard to BHA.
5. In exceptional cases, BHA may ask the Assistant Secretary for Public and Indian Housing of the U.S. Department of Housing and Urban Development ("HUD") for an exception payment standard amount over 120% of the FMR, provided the applicant, participant or the representative provides the appropriate supporting documentation.

2.11 Assistance Animals

BHA residents with disabilities are permitted to have assistance animals. An assistance animal is an animal, not just a dog, that is either determined necessary for an individual with a physical or mental disability to mitigate the effects of a mental or physical disability by a physician, psychologist, physician assistant, nurse practitioner, licensed social worker, licensed professional counselor, or other licensed health professional with knowledge of the disability-related need for

an assistance animal; or an animal individually trained to do work or perform tasks for the benefit of an individual with a physical or mental disability. This can include the types of externally-observable work service animals provide but also can include animals providing emotional support, well-being, comfort, or companionship related to an invisible disability; they can—but do not always—have special training to perform tasks that assist people with disabilities.

BHA may ask about the nature of an individual’s disability, if it is not obvious or otherwise known to BHA, and for some evidence that the assistance animal has been trained or prescribed. BHA’s request for this information will be made as discussed in Section VII above.

Assistance animals are not pets and, therefore, are not subject to BHA’s Pet Policy. Assistance animals are subject to BHA’s Assistance Animal Policy. Pets are subject to BHA’s Pet Policy.

2.12 Right to Appeal/Grievance Policy

1. A public housing resident or applicant may file a complaint in accordance with BHA’s Grievance Policy following a determination by BHA.
2. A Housing Choice Voucher participant or applicant may file a complaint in accordance with BHA’s Grievance Procedure following a determination by BHA.
3. If a resident or applicant feels that they have been discriminated against, including that their reasonable accommodation request has been improperly denied, they can contact the Maine Human Rights Commission or the local HUD office, respectively, as follows:

**Maine Human Rights Commission
State House Station 51
Augusta, Maine 04333
(207) 624-6290**

**U.S. Department of Housing and Urban Development
Office of Fair Housing and Equal Opportunity
Thomas P. O’Neill, Jr. Federal Building
10 Causeway Street
Boston, MA 02222-1092
(617) 994-8300
(800) 827-5005
TTY: (800) 877-8339**

3.0 ACCESSIBLE DOCUMENTS

BHA will ensure that documents used by applicants and residents will be accessible for those with vision or hearing impairments and, unless otherwise prohibited, they may be translated into other languages. All documents will be written simply and clearly to enable applicants and residents with learning or cognitive disabilities to understand as much as possible.

BHA documents will be translated when there are sufficient numbers of applicants or residents speaking a language to warrant the expense.

In addition, BHA will endeavor to have bilingual staff or access to people who speak languages other than English.

Finally, BHA shall utilize multilingual “I speak” cards to the maximum degree possible.

4.0 FAMILY OUTREACH

BHA will publicize the availability and nature of the Public Housing Program for extremely low-income, very low and low-income families in a newspaper of general circulation, and by other suitable means.

BHA will communicate the status of housing availability to other service providers in the community and inform them of housing eligibility factors and guidelines so they can make proper referrals for the Public Housing Program.

The objective of this effort is to develop a waiting list that is representative of our low-income community. A particular emphasis will be placed on attracting eligible individuals and families least likely to apply for public housing.

5.0 RIGHT TO PRIVACY

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

Unless otherwise authorized by law, any request for applicant or tenant information will not be released unless there is a signed release of information request from the applicant or tenant.

6.0 REQUIRED POSTINGS

BHA will post, in a conspicuous place and at a height easily read by all persons including persons with mobility disabilities, the following information:

1. Statement of Policies and Procedures governing Admission and Continued Occupancy
2. Notice of the status of the waiting list (opened or closed)
3. A listing of all the developments by name, address, number of units, units designed with special accommodations, address of all project offices, office hours, telephone numbers, and Resident Facilities and operation hours
4. Income Limits for Admission
5. Excess Utility Charges
6. Utility Allowance Schedule, if applicable
7. Current Schedule of Routine Maintenance Charges
8. Dwelling Lease
9. Grievance Procedure
10. Fair Housing Poster
11. Equal Opportunity in Employment Poster
12. Any current BHA Notices
13. BHA's PHAS score and designation.

7.0 TAKING APPLICATIONS

Families wishing to apply for the Public Housing Program will be required to complete a pre-application. Pre-applications can be obtained during regular business hours at 161 Davis Road, Bangor, Maine, from BHA's website (www.bangorhousing.org), or BHA staff will mail to

interested families upon request. BHA is available to help any applicant who requests assistance in completing the pre-application.

Pre-applications are taken to compile a waiting list. Due to the demand, BHA accepts pre-applications on an open enrollment basis, depending on the length of the waiting list.

Completed pre-applications will be accepted for all applicants and BHA will verify the information. BHA will make a preliminary determination of eligibility. Upon completion of this verification process, BHA either pre-approves the applicant family or determines the family to be ineligible. An ineligible family will receive a written notice stating the reason(s) for denial and offer the family the opportunity for an informal review.

If the pre-application is approved, an appointment will be scheduled to complete the next steps in the application process. The applicant will be responsible to provide all eligibility documentation of family status, income, citizenship/eligibility, and social security number(s) and sign consent forms for all members of the household. Once the interview has been conducted and all the information has been obtained, the family is scheduled for an orientation. Once they attend an orientation, the family is placed on the waiting list according to date and time of completed application.

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

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

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

The applicant must report changes in their applicant status including changes in family composition, or income. BHA will update the applicant’s file.

8.0 ELIGIBILITY FOR ADMISSION

8.1 Introduction

BHA must ensure that every individual, including any individual who is requested to join a family after the family has been admitted, and family admitted to public housing meets all eligibility requirements. This includes any individual who is requested to join a family after the family has been admitted. The eligibility requirements for a family are: (1) qualify as a family; (2) has an income within the HUD-specified income limits; (3) qualifies on the basis of citizenship or eligible immigration status; (4) provides Social Security Number for household members; and (5) signs BHA's authorizations.

In addition to the eligibility criteria, otherwise eligible families must also meet BHA suitability criteria to be admitted to public housing.

8.2 Eligibility Criteria

1. Family Status

An applicant must qualify as a family. Families must have a Head of Household. A family includes the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:

- a. A single person, who may be an elderly person, displaced person, disabled person, near-elderly person, or any other single person; or
- b. A group of persons residing together, and such group includes, but is not limited to:
 - i. A family with or without children;
 1. A child who is temporarily away from the home because of placement in foster care is considered a member of the family until a DHHS custody decision is reached, at which time eligibility will be re-evaluated.
 2. Unborn children and children in the process of being adopted are considered family members for the purpose of determining bedroom size but are not considered family members for determining income limit.

3. When a child's primary residence is with a family, that family will be considered a family with children.
- ii. An elderly family, which is a family whose head (including co-head), spouse, or sole member is a person who is at least 62 years of age. It may include 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;
- iii. A near-elderly family, which is a family whose head (including co-head), spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62, living with one or more live-in aides;
- iv. A disabled family, which is a family whose head (including co-head), spouse, or sole member is a person with a disability. It may include two or more persons with disabilities living together, or one or more persons with disabilities living with one or more live-in aides;
- v. A displaced family, which is 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; and
- vi. The remaining member of a tenant family, which is the member of the family who remains in the unit when other members of the family have left the unit.
 1. Household members like live-in aides are not remaining members of a family.
 2. A child may be the remaining member of a family so that an adult can become the new head-of-household.

2. Income Eligibility

- a. To be eligible for admission to developments or scattered-site units, the family's annual income cannot exceed 80 percent of the median income for the area, adjusted for family size.
- b. A family may not be admitted to the public housing program from another assisted housing program (e.g., tenant-based Section 8) or from a public housing program operated by another housing authority without meeting the income requirements of BHA.
- c. If BHA acquires a property for federal public housing purposes, the families living there must have incomes within the low-income limit in order to be eligible to remain as public housing tenants.
- d. Income limit restrictions do not apply to families transferring within our Public Housing Program.
- e. BHA may allow police officers who would not otherwise be eligible for occupancy in public housing to reside in a public housing dwelling unit. Such occupancy must be needed to increase security for public housing residents. Their rent shall at least equal the cost of operating the public housing unit.

3. Citizenship/Eligibility Status

- a. To be eligible each member of the family must be a citizen, national, or a non-citizen who has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980 (see 42 U.S.C. 1436a(a)).
- b. Family eligibility for assistance.
 - i. A family shall not be eligible for assistance unless every member of the family residing in the unit is determined to have eligible status, with the exception noted below.
 - ii. Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance (See Section 13.6 for calculating rents under the non-citizen rule).
 - iii. A family without any eligible members and receiving assistance on June 19, 1995, may be eligible for temporary deferral of termination of assistance.

4. Social Security Number Documentation

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

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

The disclosure of a Social Security Number for participants aged 62 or older as of January 31, 2010, whose initial eligibility determination was begun before January 31, 2010, shall be governed by 24 C.F.R. § 5.216.

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

If a member of an applicant family indicates they have a Social Security Number, but cannot readily verify it, the family cannot be assisted until verification is provided. If the Social Security Number of each household member cannot be provided to BHA within 60 calendar days of it being requested, the family shall be removed from the waiting list. During these 60 calendar days, if all household members have not disclosed their SSN at the time a unit becomes available, BHA must offer the available unit to the next eligible applicant family on the waiting list.

If an individual fails to provide the verification within the time allowed, the family will be denied assistance or will have their assistance terminated. BHA may grant one ninety (90) day extension from termination if in its sole discretion it determines that the person's failure to comply was due to circumstances that could not have reasonably been foreseen

and there is a reasonable likelihood that the person will be able to disclose a Social Security Number by the deadline.

5. Signing Consent Forms

- a. In order to be eligible, each member of the family who is at least 18 years of age, and each family head and spouse regardless of age, shall sign one or more consent forms.
- b. The consent form must contain, at a minimum, the following:
 - i. A provision authorizing HUD or BHA to obtain from State Wage Information Collection Agencies (SWICAs) any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy;
 - ii. A provision authorizing HUD or BHA to verify with previous or current employer's income information pertinent to the family's eligibility for or level of assistance;
 - iii. A provision authorizing HUD to request income information from the IRS and the SSA for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits; and
 - iv. A statement that the authorization to release the information requested by the consent form expires 15 months after the date the consent form is signed.

6. College Student Eligibility

A college student who receives an athletic scholarship that includes over \$5,000.00 a year for housing costs shall not be eligible for public housing.

8.3 Suitability

1. In selection of families for admission, BHA will screen family behavior and suitability for tenancy. BHA will consider relevant information, which shall include the following:
 - a. History of meeting financial obligations, especially rent;

- b. Ability to maintain (or with assistance would have the ability to maintain) their housing in a decent and safe condition based on living or housekeeping habits and whether such habits could adversely affect the health, safety, or welfare of other tenants;
 - c. History of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well-being of other tenants or staff or cause damage to the property;
 - d. History of abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment by others;
 - e. History of disturbing neighbors or destruction of property;
 - f. Having committed fraud in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived therefrom.
2. BHA will ask applicants to provide information demonstrating their ability to comply with the essential elements of the lease. BHA will verify the information provided. Such verification may include but may not be limited to the following:
- a. A credit check of the head, spouse, co-head and all family members 18 years or older.
 - b. A current and up to date rental history check of all adult family members prior to move in. If an applicant has no rental history within the prior seven (7) years and/or has owned a home, a home visit may be performed by housing personnel. If an applicant is coming from a home of parents or legal guardians, the applicant will be referred to a resident service coordinator to be assisted by giving more detail on maintaining an apartment.
 - c. A criminal background check on all household members over the age of 18, including live-in aides. This check will be made through State or local law enforcement or court records in those cases where the household member has lived in the local jurisdiction for the last seven years. Where the individual has lived outside the local area, BHA may contact law enforcement agencies where the individual had lived or request a check through the FBI's National Crime Information Center (NCIC);

The information received as a result of the criminal background check shall be used solely for screening, lease enforcement and eviction purposes. The information derived from the criminal background check shall be shared only with employees of BHA who have a job-related need to have access to the information. The information shall be maintained confidentially, not misused or improperly disseminated, and destroyed once the purpose(s) for which it was requested has been accomplished and the period for filing a challenge to BHA's action has expired without a challenge or final disposition of any litigation has occurred;

- d. A check of the State's sex offender registration program for each adult household member, including live-in aides. BHA will utilize the US Department of Justice's Dru Sjodin National Sex Offender website as an additional resource. The Dru Sjodin National Sex Offender Database is an online, searchable database, hosted by the Department of Justice, which combines the data from individual state sex offender registries.

If BHA obtains criminal record information from a State or local agency showing that a household member has been convicted of a crime relevant to applicant screening, lease enforcement or eviction or sex offender registration information from a State or local agency showing that a household member is subject to a lifetime sex offender registration requirement, it will notify the household of the proposed action to be based on the information and will provide the subject of the record and the applicant or tenant a copy of such information, and an opportunity to dispute the accuracy and relevance of the information. This opportunity will be provided before a denial of admission, eviction or lease enforcement action on the basis of such information. The applicant will have **ten (10)** calendar days to dispute the accuracy and relevance of the record in writing. If BHA does not receive the dispute within the allotted time, the applicant will be denied.

8.4 Grounds for Denial

Applicant families may be denied admission to BHA's public housing program for the following reasons, subject to the timeframes set forth below (if no timeframe is listed, the family would be denied admission for as long as the reason remains):

1. Does not meet one or more of the eligibility criteria set forth in Section 8.2.
2. Does not supply information or documentation required by the application process.

3. Owes rent or other amounts to any housing authority in connection with their public housing or Housing Choice Voucher program.
4. Failed to respond to a written request for information or a request to declare their continued interest in the program.
5. Committed fraud, bribery or any other corruption in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from.
6. Family contains a member who is a user of marijuana, including medical marijuana.
7. Family contains a member who is subject to registration on a State sex offender list for a period less than life.
8. Family contains a member who is currently engaging in the illegal use of a controlled substance. For purposes of this section, a member is “currently engaging in” the criminal activity if the person has engaged in this behavior recently enough to justify a reasonable belief that the behavior is current.
9. Family contains a member who engaged in, or threatened, abusive or violent behavior towards any BHA employee or resident.
10. BHA has reasonable cause to believe that a household member’s illegal use or pattern of illegal use of a drug, or a household member’s abuse or pattern of abuse of alcohol, may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or BHA staff.
11. Family contains a member who has applied for admission to BHA’s public housing program within 12 months of the date that a previous application for housing assistance with BHA was denied for any reason other than the failure to meet one or more of the eligibility criteria. The 12-month period shall run from the later of the date of the denial letter or the date of the informal review decision upholding the denial, whichever is later.
12. Was evicted from federally-assisted housing within the past three (3) years because of drug-related criminal activity. The time limit is based on the date of such eviction. However, BHA may admit the household if it determines:

- a. The evicted household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program approved by BHA; or
 - b. The circumstances leading to the eviction no longer exist (for example, the criminal household member has died or is imprisoned).
13. Does not meet one or more of the suitability criteria set forth in Section 8.3.1(except for Section 8.3.1.f, which is governed by Section 8.4.5), for a reason occurring within the last seven (7) years.
14. Family contains a member who was evicted from public housing within the last seven (7) years.
15. Family contains a member who was terminated under the certificate or voucher program within the last seven (7) years;
16. **Denied for Life:** Family contains a member who has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing;
17. **Denied for Life:** Family contains a member who is subject to a lifetime registration requirement under a State sex offender registration program

In determining whether to deny admission for illegal drug use or a pattern of illegal drug use by a household member who is no longer engaging in such use, or for abuse or a pattern of abuse of alcohol by a household member who is no longer engaging in such abuse, BHA may consider whether such household member:

- 1. Demonstrates to BHA's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;
- 2. Is participating in a supervised drug or alcohol rehabilitation program;
- 3. Has successfully completed a supervised drug or alcohol rehabilitation program; or
- 4. Has otherwise been successfully rehabilitated.

For this purpose, BHA will require the applicant to submit evidence of the household member's current participation in, or successful completion of, a supervised drug or alcohol rehabilitation program or evidence of otherwise having been rehabilitated successfully.

BHA's tenant selection criteria are subject to 24 C.F.R. part 5, subpart L (Protections for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking). In other words, an applicant for assistance or a tenant/participant receiving assistance under a covered housing provider may not be denied admission to, denied assistance under, terminated from participation in, or evicted from housing on the basis or as a direct result of the fact that the applicant or tenant/participant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or tenant otherwise qualifies for admission, assistance, participation, or occupancy. If an applicant believes that they are being denied admission on the basis of or as a direct result of the fact that the applicant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, they can seek the protections under Section 21 of this ACOP.

8.5 *Informal Review*

If BHA determines that an applicant does not meet the criteria for receiving public housing assistance, BHA will promptly provide the applicant with written notice of the determination. The notice must contain a brief statement of the reason(s) for the decision and state that the applicant may request an informal review of the decision within 5 business days of the notice. BHA will describe how to obtain the informal review.

The applicant must be given the opportunity to present written or oral objections to BHA's decision. BHA must notify the applicant of the final decision within fourteen (14) calendar days after the informal review, including a brief statement of the reasons for the final decision. The participant family may request that BHA provide for an informal hearing after the family has notification of an INS decision on their citizenship status on appeal, or in lieu of request of appeal to the INS. This request must be made by the participant family within 30 days of receipt of the Notice of Denial or Termination of Assistance, or within 30 days of receipt of the INS appeal decision.

For the participant families, the informal hearing process above will be utilized with the exception that the participant family will have up to 30 days of receipt of the Notice of Denial or Termination of Assistance, or of the INS appeal decision.

9.0 MANAGING THE WAITING LIST

9.1 Opening and Closing the Waiting List

Opening of the waiting list will be announced with a public notice stating that applications for public housing will again be accepted. The public notice will state where, when, and how to apply. The notice will be published in a local newspaper of general circulation and also by any available media. The public notice will state any limitations as to who may apply.

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

Closing of the waiting list will also be announced with a public notice. The public notice will state the date the waiting list will be closed and for what bedroom sizes. The public notice will be published in a local newspaper of general circulation and also by any other available media.

9.2 Organization of the Waiting List

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

1. The application will be kept on-file for three (3) years;
2. BHA will maintain separate waiting lists for each of its public housing properties. An applicant may choose the waiting list or lists on which the household will be placed at the time of submission of the pre-application;
3. All active applicants will be maintained in order of bedroom size, and then in order of date and time of application; and
4. Any contacts between BHA and the applicant will be documented in the applicant file.

9.3 Purging the Waiting List

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

Applicants will also be given the opportunity to update their HUD Form 92006 if applicable and if they desire.

9.4 Removal of Applicants from the Waiting List

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

1. The applicant requests in writing that the name be removed;
2. The applicant fails to respond to a written request for information or a request to declare their continued interest in the program;
3. The applicant does not meet the eligibility or suitability criteria for the program;
4. The applicant fails to report changes in family composition or updated contact information. The applicant will be referred to the Leasing Specialist to complete the pre-application process.
5. The applicant is housed, except that an applicant who becomes a tenant may choose to remain on a waiting list for any of BHA's other public housing properties. A move to another of BHA's public housing property by such a household after it comes to the top of another waiting list shall be treated as a transfer under Section 16.0 of this ACOP.

9.5 Missed Appointments

All applicants who fail to keep a scheduled appointment with BHA will be sent a notice of termination of the process for eligibility.

BHA will allow the family to reschedule for good cause. Generally, no more than one opportunity will be given to reschedule without good cause, and no more than two opportunities will be given for good cause. When good cause exists for missing an appointment, BHA will work with the family to find a suitable time.

9.6 Notification of Negative Actions

Any applicant whose name is being removed from the waiting list will be notified by BHA, in writing, that they have ten (10) calendar days from the date of the written correspondence to present mitigating circumstances. The letter will also indicate that their name will be removed from the waiting list if they fail to respond within the time-frame specified.

10.0 TENANT SELECTION AND ASSIGNMENT PLAN

10.1 Preferences

Eligible applicants are placed on BHA's waiting list (according to the bedroom size for which they qualify) in order of the date and time of the approved application.

BHA has adopted certain preferences, which impacts an applicant's position on the waiting list. Eligibility for a preference does not make a family that is not otherwise eligible, eligible for housing. The preferences that BHA has adopted are:

1. Single persons who are age 62 or older, displaced, homeless, or persons with disabilities over other single persons.
2. In the case of buildings designed for the elderly and disabled, BHA will give preference to admission of elderly and disabled families, then near-elderly families. If there are no such families on the waiting list, units will be offered to eligible families.
3. In selection of families to occupy units with special accessibility features for persons with disabilities, BHA will first offer such units to families which include persons with disabilities who require such accessibility features. If there are no families residing in that development needing the accessible unit, it shall then be offered to families residing in BHA's other public housing developments who may benefit from the accessible unit. If there are no families residing in BHA's other public housing developments needing the accessible unit, it shall then be offered to applicants on the waiting list who may benefit from the accessible features. Applicants for these units will be selected utilizing the same preference system as outlined above.

If there are no applicants who would benefit from the accessible features, the units will be offered to other applicants in the order that their names come to the top of the waiting list. Such applicants, however, will be requested to sign a lease rider stating they will accept a transfer (at BHA's expense) if, at a future time, a family requiring an accessible feature applies or a family requires a transfer from a non-accessible unit. Any family required to transfer will be given a 30-day notice.

4. As units become available through turnover, every tenth (10th) unit will be made available to a family who is chronically homeless.

10.2 Housing Federal Disaster Victims

In the case of a federally declared disaster, BHA reserves the right for its Executive Director to suspend its preference system for whatever duration the Executive Director feels is appropriate and to admit victims of the disaster to the program instead of those who would be normally admitted. Any other provisions of this policy can also be suspended during the emergency at the discretion of the Executive Director so long as the provision suspended does not violate a law. If regulatory waivers are necessary, they shall be promptly requested of the HUD Assistant Secretary for Public and Indian Housing.

10.3 Bedroom Size Guidelines

The guidelines in this section will be used by BHA to determine the number of bedrooms required to accommodate a family, without overcrowding or over-housing.

Generally, two people are expected to share each bedroom. Individual housing units with very small or very large bedrooms or other specific situations that inhibit or encourage lower or higher levels of occupancy may be permitted to establish lower or higher occupancy levels so long as the occupancy levels will not discriminate on the basis of familial status. In light of the foregoing, BHA will use the following principles to determine the appropriately sized unit for family:

1. Adults, except for spouses and couples, will not be required to share a bedroom, although they may at the request of the family.
2. Exceptions to the largest permissible bedroom size may be made as a reasonable accommodation to persons with disabilities.
3. Children of the opposite sex who are under the age of 5 may, in BHA's discretion, be required to share a bedroom.
4. Adults will not be required to share a bedroom with children over the age of 2, although they may at the request of the family.
5. Live-in aides may get a separate bedroom.
6. In determining bedroom size, BHA will not count children to be born to a pregnant woman; children who are in the process of being adopted; children whose custody is being obtained; children who are subject to a shared primary residence or visitation arrangement (i.e., the child spends 50% or less of his or her time with the family); children who are temporarily away at school; and children who are temporarily in foster-care.

The largest unit size that a family may be offered would provide no more than one bedroom per family member, taking into account family size and composition

Exceptions to normal bedroom size standards include the following:

1. A family may request a smaller unit size than the guidelines allow. BHA will allow the smaller size unit provided that no more than two (2) people per bedroom are assigned. In such situations, the family will provide a written statement stating they understand they will be ineligible for a larger size unit for 2 years or until the family size increases, whichever occurs first.
2. A family may request a larger unit size than the guidelines allow as a reasonable accommodation.
3. If there are no families on the waiting list for a larger size, smaller families may be housed if they sign an acknowledgement stating they will transfer (at the family's sole expense) to the appropriate size unit when an eligible family needing the larger unit applies. The family transferring will be given a 30-day notice before being required to move.

Larger units may be offered in order to improve the marketing of a development suffering a high vacancy rate.

10.4 Selection from the Waiting List

At least 40% of newly admitted families in any fiscal year will be families whose annual income is at or below 30% of the area median income. To ensure this requirement is met, BHA will, on a quarterly basis, review the incomes of newly admitted families and the incomes of the families on the waiting list. If it appears that the requirement to house extremely low-income families will not be met, BHA will skip higher income families on the waiting list to reach extremely low-income families.

If admissions of extremely low-income families to BHA's voucher program during a fiscal year exceed the 75 % minimum targeting requirement for BHA's voucher program, such excess shall be credited (subject to the limitations in this paragraph) against BHA's basic targeting requirement for the same fiscal year.

The fiscal year credit for voucher program admissions that exceeds the minimum voucher program targeting requirement shall not exceed the lower of:

1. 10% of public housing waiting list admissions during BHA's fiscal year;
2. 10% of waiting list admissions to BHA's Section 8 tenant-based assistance program during the PHA fiscal year; or
3. The number of qualifying low-income families who commence occupancy during the fiscal year of BHA public housing units located in census tracts with a poverty rate of 30 % or more. For this purpose, qualifying low-income family means a low-income family other than an extremely low-income family.

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

10.5 Offer of a Unit

When BHA discovers that a unit will become available, it will contact the first family on the waiting list who has the highest priority for this type of unit or development and whose income category would help to meet the de-concentration goal and/or the income targeting goal.

BHA will contact the family to make the unit offer. The family must respond within seven (7) business days of the offer to contact BHA regarding the offer.

A date and time will be scheduled for a move in inspection, tenant briefing and signing the lease. This verbal offer and the family's decision must be documented in the tenant file.

10.6 Rejection of Unit

If a family rejects the offered unit without good cause, the family will be placed back on the waiting list. If the family rejects a second offer of a unit, they will be removed from the waiting list. The family may reapply to be placed back on the waiting list. The rejection will be documented in the tenant file.

10.7 Acceptance of Unit

The family will be required to sign a lease that will become effective on the same day as the move in inspection.

Prior to signing the lease, the head of household and other adult family members will be required to attend the Lease and Occupancy Orientation when they are initially accepted for occupancy. The family will not be housed if they have not attended the orientation. Applicants who provide prior notice of an inability to attend the orientation will be rescheduled. The orientation shall include the resident's rights and responsibilities under the Violence Against Women Act and a copy of the grievance procedure is included in the move-in packet.

The applicant will be provided a copy of the lease, the grievance procedure, utility allowances, if applicable, utility charges, the current schedule of routine maintenance charges, a request for reasonable accommodation form, and any other pertinent notices. These documents will be explained in detail. The applicant will sign a certification that they have received these documents and that they have reviewed them with BHA personnel. The certification will be filed in the tenant's file.

The signing of the lease and the review of financial information are to be privately handled. The head of household and all adult family members will be required to execute the lease prior to admission. One executed copy of the lease will be furnished to the head of household and BHA will retain the original executed lease in the tenant's file.

The family will pay a security deposit at the time of lease signing. The security deposit will be equal to the Total Tenant Payment or \$100.00, whichever is greater.

Failure of an applicant to attend the orientation, without good cause, may result in the cancellation of the occupancy process.

11.0 INCOME, EXCLUSIONS, AND DEDUCTIONS

To determine annual income, BHA adds the income of all family members, excluding the types and sources of income that are specifically excluded. Once the annual income is determined, BHA subtracts all allowable deductions (allowances) to determine the Total Tenant Payment.

11.1 Income

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

1. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member; or
2. Are anticipated to be received from a source outside the family during the 12-month

period following admission or annual reexamination effective date; and

3. Are not specifically excluded from annual income.
4. Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.

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

Annual income includes, but is not limited to:

1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
2. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession is included in income, except to the extent the withdrawal is a reimbursement of cash or assets invested in the operation by the family.
3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation is permitted only as authorized by 2 above. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income includes the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.
4. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount. (However, deferred periodic

amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are excluded.)

5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay. (However, lump sum additions such as insurance payments from worker's compensation are excluded.)

6. Welfare assistance.

- a. Welfare assistance payments

- i. Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income only to the extent such payments:

1. Qualify as assistance under the TANF program definition at 45 CFR 260.31; and
2. Are not otherwise excluded under paragraph Section 11.2 of this ACOP.

- ii. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income consists of:

1. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
2. The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this requirement is the amount resulting from one application of the percentage.

- b. Imputed welfare income

- i. A family's annual income includes the amount of imputed welfare

income (because of a specified welfare benefits reduction, as specified in notice to BHA by the welfare agency) plus the total amount of other annual income.

- ii. At the request of BHA, the welfare agency will inform BHA in writing of the amount and term of any specified welfare benefit reduction for a family member, and the reason for such reduction, and will also inform BHA of any subsequent changes in the term or amount of such specified welfare benefit reduction. BHA will use this information to determine the amount of imputed welfare income for a family.
- iii. A family's annual income includes imputed welfare income in family annual income, as determined at an interim or regular reexamination of family income and composition, during the term of the welfare benefits reduction (as specified in information provided to BHA by the welfare agency).
- iv. The amount of the imputed welfare income is offset by the amount of additional income a family receives that commences after the time the sanction was imposed. When such additional income from other sources is at least equal to the imputed welfare income, the imputed welfare income is reduced to zero.
- v. BHA will not include imputed welfare income in annual income if the family was not an assisted resident at the time of the sanction.
- vi. If a resident is not satisfied that BHA has calculated the amount of imputed welfare income in accordance with HUD requirements, and if BHA denies the family's request to modify such amount, then BHA shall give the resident written notice of such denial, with a brief explanation of the basis for BHA's determination of the amount of imputed welfare income. BHA's notice shall also state that if the resident does not agree with the determination, the resident may grieve the decision in accordance with our grievance policy. The resident is not required to pay an escrow deposit for the portion of the resident's rent attributable to the imputed welfare income in order to obtain a grievance hearing.
- vii. Relations with welfare agencies

1. BHA will ask welfare agencies to inform it of any specified welfare benefits reduction for a family member, the reason for such reduction, the term of any such reduction, and any subsequent welfare agency determination affecting the amount or term of a specified welfare benefits reduction. If the welfare agency determines a specified welfare benefits reduction for a family member and gives BHA written notice of such reduction, the family's annual incomes shall include the imputed welfare income because of the specified welfare benefits reduction.
 2. BHA is responsible for determining the amount of imputed welfare income that is included in the family's annual income as a result of a specified welfare benefits reduction as determined by the welfare agency and specified in the notice by the welfare agency to the housing authority. However, BHA is not responsible for determining whether a reduction of welfare benefits by the welfare agency was correctly determined by the welfare agency in accordance with welfare program requirements and procedures, nor for providing the opportunity for review or hearing on such welfare agency determinations.
 3. Such welfare agency determinations are the responsibility of the welfare agency, and the family may seek appeal of such determinations through the welfare agency's normal due process procedures. BHA shall rely on the welfare agency notice to BHA of the welfare agency's determination of a specified welfare benefits reduction.
7. Periodic and determinable allowances, such as alimony, child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.

If the amount of alimony or child support received is less than the amount awarded as part of a divorce, separation agreement, or other proceeding, the full amount of alimony or child support will be included as income unless BHA verifies that the ordered or agreed-upon payments are not being made and the family has taken reasonable legal efforts to attempt to enforce payment or collect amounts due.

It is the family's responsibility to supply BHA with necessary supporting documentation.

8. All regular pay, special pay, and allowances of a member of the Armed Forces. (Special pay to a member exposed to hostile fire is excluded.)

11.2 Income Exclusions

Annual income does not include the following:

1. Income from employment of children (including foster children) under the age of 18 years;
2. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone) or payments made under Kin-GAP or similar guardianship care programs for children leaving the juvenile court system.;
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 or property losses (except as provided in Section 11.1.5 above);
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 live-in aide;
6. The full amount of student financial assistance paid directly to the student or to the educational institution unless it is an athletic scholarship that includes assistance available for housing costs and that portion is included in income;
7. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
8. The amounts received from the following programs:
 - a. Amounts received under training programs funded by HUD;
 - b. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
 - c. Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special

equipment, clothing, transportation, child care, etc.) and that are made solely to allow participation in a specific program;

- d. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for BHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiative coordination. No resident may receive more than one such stipend during the same period of time;
- e. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program;
- f. Temporary, non-recurring or sporadic income (including gifts);
- g. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
- h. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
- i. Adoption assistance payments in excess of \$480 per adopted child;
- j. For family members who enrolled in certain training programs prior to 10/1/99, the earnings and benefits resulting from the participation if the program provides employment training and supportive services in accordance with the Family Support Act of 1988, Section 22 of the 1937 Act (42 U.S.C. 1437t), or any comparable Federal, State, or local law during the exclusion period. For purposes of this exclusion the following definitions apply:
 - i. Comparable Federal, State or local law means a program providing employment training and supportive services that:

- 1. Is authorized by a Federal, State or local law;

2. Is funded by the Federal, State or local government;
 3. Is operated or administered by a public agency; and
 4. Has as its objective to assist participants in acquiring employment skills.
- ii. Exclusion period means the period during which the family member participates in a program described in this section, plus 18 months from the date the family member begins the first job acquired by the family member after completion of such program that is not funded by public housing assistance under the 1937 Act. If the family member is terminated from employment with good cause, the exclusion period shall end.
 - iii. Earnings and benefits mean the incremental earnings and benefits resulting from a qualifying employment training program or subsequent job.
- k. Earned Income Disallowance – A temporary disallowance to encourage earned income. The incremental earnings due to employment during a cumulative 12-month period following date of the initial hire shall be excluded. This exclusion will not apply for any family who concurrently is eligible for an exclusion under j, above. Additionally, this exclusion is only available to the following families:
 - i. Families whose income increases as a result of employment of a family member who was previously unemployed for one or more years.
 - ii. Families whose income increases during the participation of a family member in any economic self-sufficiency or other job training program.
 - iii. Families who are or were, within 6 months, assisted under a State TANF program. TANF includes both regular monthly income and a one-time benefit(s) and/or services that total at least \$500 over a six-month period.

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

The disallowance of increased income of an individual family member

is limited to a lifetime 24-month period. It only applies for 12 months of the 100% exclusion and 12 months of the 50% exclusion. At the end of the 24 months, the EID ends regardless of how many months were used.

- l. Deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;
- m. 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;
- n. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
- o. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits. These exclusions include:
 - i. The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017(b));
 - ii. Payments to Volunteers under the domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(f)(1), 5058);
 - iii. Certain payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(c));
 - iv. Income derived from certain sub marginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e);
 - v. Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f));
 - vi. Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub. L. 94-540, Section 6);

- vii. The first \$2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U.S. Claims Court, the interests of individual Indians in trust or restricted lands, including the first \$2000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C. 1407);
- viii. Amounts of scholarships funded under title IV of the Higher Education Act of 1965, including awards under Federal work-study program or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu). For Section 8 programs, only (42 U.S.C. 1437f), any financial assistance in excess of amounts received by an individual for tuition and any other required fees and charges under the Higher Education Act of 1965 (20 U.S.C. 1001 *et seq.*), from private sources, or an institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C. 1002)), shall not be considered income to that individual if that individual is over the age of 23 with dependent children (Pub. L. 109-115, section 327) (as amended);
- ix. Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056(g));
- x. Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund (Pub. L. 101-201) or any other fund established pursuant to the settlement in *In Re Agent Orange Liability Litigation*, M.D.L. No. 381 (E.D.N.Y.);
- xi. Payments received under the Maine Indian Claims Settlement Act of 1980 (Pub. L. 96-420, 25 U.S.C. 1721);
- xii. The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q);
- xiii. Earned income tax credit (EITC) refund payments received on or after January 1, 1991, for programs administered under the United States Housing Act of 1937, title V of the Housing Act of 1949, section 101 of the Housing and Urban Development Act of 1965, and sections 221 (d)(3), 235, and 236 of the National Housing Act (26 U.S.C. 32(l));

- xiv. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95–433);
- xv. Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d));
- xvi. Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602(c));
- xvii. Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931(a)(2));
- xviii. Any amount received under the Richard B. Russell School Lunch Act (42 U.S.C. 1760(e)) and the Child Nutrition Act of 1966 (42 U.S.C. 1780(b)), including reduced-price lunches and food under the Special Supplemental Food Program for Women, Infants, and Children (WIC);
- xix. Payments, funds or distributions authorized, established, or directed by the Seneca Nation Settlement Act of 1990 (25 U.S.C. 1774f(b));
- xx. Payments from any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts as provided by an amendment to the definition of annual income in the U.S. Housing Act of 1937 (42 U.S.C. 1437A) by Section 2608 of the Housing and Economic Recovery Act of 2008 (Pub. L. 110–289, 42 U.S.C. 4501);
- xxi. Compensation received by or on behalf of a veteran for service-connected disability, death, dependency, or indemnity compensation as provided by an amendment by the Indian Veterans Housing Opportunity Act of 2010 (Pub. L. 111–269; 25 U.S.C. 4103(9)) to the definition of income applicable to programs authorized under the NAHASDA and administered by the Office of Native American Programs;
- xxii. A lump sum or a periodic payment received by an individual Indian pursuant to the Class Action Settlement Agreement in the case entitled

Elouise Cobell et al. v. Ken Salazar et al., 816 F. Supp. 2d 10 (Oct 5, 2011 D.D.C.), as provided in the Claims Resolution Act of 2010 (Pub. L. 111–291); and

- xxiii. Major disaster and emergency assistance received by individuals and families under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Pub. L. 93-288, as amended) comparable disaster assistance provided by States, local governments, and disaster assistance organizations shall not be considered as income or a resource when determining eligibility for or benefit levels under federally funded income assistance or resource-tested benefit programs (42 U.S.C. 5155(d)).

BHA will not provide exclusions from income in addition to those already provided for by HUD.

11.3 Income Deductions

The following deductions will be made from annual income:

1. \$480 for each dependent;
2. \$400 for any elderly family or disabled family;
3. The sum of the following, to the extent the sum exceeds 3 % of annual income:
 - a. Unreimbursed medical expenses of any elderly family or disabled family including any fee paid by the participant for the Medicare prescription drug program; and
 - b. Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed. This deduction may not exceed the earned income received by family members who are 18 years of age or older who are able to work because of such attendant care or auxiliary apparatus.
4. Reasonable childcare expenses for a child age 12 or under necessary to enable a member of the family to be employed or to further his or her education. This deduction shall not exceed the amount of employment income that is included in annual income.

11.4 Receipt of a Letter or Notice from HUD Concerning Income

1. If a public housing resident receives a letter or notice from HUD concerning the amount or verification of family income, the letter shall be brought to the person responsible for income verification within thirty (30) days of receipt by the resident.
2. The Executive Director or the Executive Director's designee shall reconcile any difference between the amount reported by the resident and the amount listed in the HUD communication. This shall be done as promptly as possible.
3. After the reconciliation is complete, BHA shall adjust the resident's rent beginning at the start of the next month unless the reconciliation is completed during the final five (5) days of the month and then the new rent shall take effect on the first day of the second month following the end of the current month or as required by Maine State law. In addition, if the resident had not previously reported the proper income, BHA shall do one of the following:
 - a. Immediately collect the back rent due to BHA;
 - b. Establish a repayment plan for the resident to pay the sum due to BHA;
 - c. Terminate the lease and evict for failure to report income; or
 - d. Terminate the lease, evict for failure to report income, and collect the back rent due to BHA.

11.5. Cooperating with welfare agencies

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

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

11.6 Cooperating with Law Enforcement Agencies

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

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

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

12.0 VERIFICATION

BHA will verify information related to eligibility, admission, and level of benefits prior to admission. Periodically during occupancy, items related to eligibility and rent determination shall also be reviewed and verified. Income, assets, and expenses will be verified, as well as disability status, need for a live-in aide and other reasonable accommodations; full-time student status of family members 18 years of age and older; Social Security numbers; and citizenship/eligible non-

citizen status. Age and relationship will only be verified in those instances where needed to make a determination of level of assistance.

12.1 Acceptable Methods of Verification

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

Other information will be verified by the following verification methods acceptable to HUD, in the order of preference indicated:

1. Up-front Income Verifications (UIV)

UIV is the verification of income through an independent source that systematically maintains income information in computerized form for a large number of individuals.

Current UIV resources include the following:

- a. Enterprise Income Verification (EIV)** – The EIV System is a web-based application, which provides PHAs with employment, wage, unemployment compensation and social security benefit information of tenants who participate in the Public Housing and various Section 8 programs under the jurisdiction of the Office of Public and Indian Housing (PIH). Information in EIV is derived from computer matching programs initiated by HUD with the Social Security Administration (SSA) and the U.S. Department of Health and Human Services (HHS), for all program participants with valid personal identifying information (name, date of birth (DOB), and social security number (SSN)) reported on the form HUD-50058. Use of the EIV system in its entirety is mandatory for all annual and interim re-examinations. BHA will monitor the following EIV reports on a monthly basis – (1) Deceased Tenants Report, (2) Identity Verification Report, and the (3) Immigration Report. In addition, it will monitor on a quarterly basis the following EIV reports – (1) Income Validation Tool (IVT), (2) Multiple Subsidy Report, and (3) the New Hires Report. Whether or not an admission is homeless will be noted in the 50058.

- b. State Wage Information Collection Agencies (SWICAs)**

- c. State systems for the Temporary Assistance for Needy Families (TANF) program**
- d. Credit Bureau Information (CBA) credit reports**
- e. Internal Revenue Service (IRS) Letter 1722**
- f. Private sector databases (e.g. The Work Number)**

BHA will use additional UIV resources as they become available. This will be done before, during and/or after examinations and/or re-examinations of household income as appropriate.

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

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

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

The EIV Income Report must remain in the tenant file not to exceed three years and no longer than three years from the end of participation (EOP) date. BHA is required to maintain at a minimum, the last three years of the form HUD-50058, and supporting documentation for all annual and interim reexaminations of family income. All records are to be maintained for a period of at least three years from the effective date of the action. Once the data has served its purpose, it shall be destroyed by either burning or shredding the data.

2. Third-Party Written Verifications

An original or authentic document generated by a third-party source dated either within the 60-day period preceding the reexamination or BHA request date. Such documentation may be in the possession of the tenant (or applicant) and is commonly referred to as tenant-provided documents. It is HUD's position that such tenant-provided documents are written third-party verification since these documents originated from a third-party source. BHA may, at its discretion, reject any tenant-provided documents and follow up directly with the source to obtain necessary verification of information.

Examples of acceptable tenant-provided documentation (generated by a third-party source) include, but are not limited to: pay stubs, payroll summary report, employer notice/letter of hire/termination, SSA benefit verification letter, bank statements, child support payment stubs, welfare benefit letters and/or printouts, and unemployment monetary benefit notices. Current acceptable tenant-provided documents will be used for income and rent determinations.

BHA will obtain at least two current and consecutive pay stubs totaling at least one month for determining annual income from wages. For new income sources or when two pay stubs are not available, BHA will project income based on the information from a traditional written third-party verification form or the best available information.

Note: Documents older than 60 days (from BHA interview/determination or request date) are acceptable for confirming effective dates of income.

Third-party written verifications may also be used to supplement Up-front Income Verifications. They will be utilized when there is a discrepancy of \$200 a month or more and the participant disputes the UIV results.

Note: Social Security benefit information in EIV is updated every three months. If the tenant agrees with the EIV-reported benefit information, PHAs do not need to obtain or request a benefit verification letter from the tenant.

3. Written Third-Party Verification Form

Also known as traditional third-party verification. A standardized form to collect information from a third-party source is distributed by BHA. The form is completed by the third-party by hand (in writing or typeset) when sent the form by BHA.

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

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

BHA will allow ten (10) calendar days for the return of third-party written verifications prior to continuing on to the next type of verification.

4. Third-Party Oral Verifications

This type of verification includes direct contact with the source, in person or by telephone. When this method is used, staff members will be required to document in writing with whom they spoke, the date of the conversation, the telephone number, and the facts obtained.

BHA will allow five calendar **days** for the return of third-party oral verifications prior to continuing on to the next type of verification.

5. Review of Documents

When UIV, written and oral third-party verifications are not available within the ten (10) **calendar day** period allowed in paragraph 3 and five (5) calendar day period allowed in paragraph 4 above, BHA will use the information received by the family, provided that the documents provide complete information. Photocopies of the documents, excluding government checks, provided by the family will be maintained in the file. In cases in which documents are viewed and cannot be photocopied, staff reviewing the documents will complete a written statement as to the contents of the document(s).

6. Self-Certification and Self-Declaration

When UIV, written and oral third-party verifications are not available within the ten (10) **calendar day** period allowed in paragraph 3 and five (5) calendar day period allowed in paragraph 4 above, and hand-carried verification cannot be obtained, BHA will accept a statement detailing information needed, signed by the head, spouse, co-head, or other adult family member.

Verification forms and reports received will be contained in the applicant/tenant file. Oral third-party documentation will include the same information as if the documentation had been written, i.e. name, date of contact, amount received, etc.

When any verification method other than Up-front Income Verification is utilized, BHA will document the reason for the choice of the verification methodology in the applicant/resident's file.

The following chart comes from PIH Notice 2010-19.

Level	Verification Technique	Ranking
6	Up-front Income Verification (UIV) using HUD's Enterprise Income Verification (EIV) system (not available for income verifications of applicants)	Highest (Mandatory)
5	Up-front Income Verification (UIV) using non-HUD system	Highest (Optional)
4	Written Third-Party Verification	High (Mandatory to supplement EIV-reported income sources and when EIV has no data; Mandatory for non-EIV reported income sources; Mandatory when participant disputes EIV-reported employment and income information and is unable to provide acceptable documentation to support dispute)
3	Written Third-Party Verification Form	Medium-Low (Mandatory if written third-party verification documents are not available or rejected by the PHA; and when the applicant or participant is unable to provide acceptable documentation)
2	Oral Third-Party Verification	Low (Mandatory if written third-party verification is not available)
1	Tenant Declaration	Low (Use as a last resort when unable to obtain any type of third-party verification)

12.2 Types of Verification

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

Verification Requirements for Individual Items		
Item to Be Verified	3 rd party verification	Hand-carried verification
General Eligibility Items		
Social Security Number	Not Allowed	Original Social Security Card, an appropriate government letter showing the number or other HUD-allowed method
Adult Status of the Head of Household		Valid driver's license, identification card issued by a government agency, or a birth certificate.
Citizenship	N/A	Signed certification, voter's registration card, birth certificate, etc.
Eligible immigration status	INS SAVE confirmation #	INS card
Disability	Letter from medical professional, SSI, etc.	Proof of SSI or Social Security disability payments
Full time student status (if >18)	Letter from school	For high school students, any document evidencing enrollment
Need for a live-in aide	Letter from doctor or other professional knowledgeable of condition	N/A

Verification Requirements for Individual Items		
Item to Be Verified	3 rd party verification	Hand-carried verification
Childcare costs	Letter from care provider	Bills and receipts
Disability assistance expenses	Letters from suppliers, care givers, etc.	Bills and records of payment
Medical expenses	Letters from providers, prescription record from pharmacy, medical professional's letter stating assistance or a companion animal is needed	Bills, receipts, records of payment, dates of trips, mileage log, receipts for fares and tolls
Medicare Prescription Drug Coverage		A card issued by a private prescription drug plan with the words Medicare Rx on it.
Value of and Income from Assets		
Savings, checking accounts	Letter from institution: if total assets are \$5,000 or more	Passbook, most current statements: if total assets are less than \$5,000
CDs, bonds, etc.	Letter from institution	Tax return, information brochure from institution, the CD, the bond
Stocks	Letter from broker or holding company	Stock or most current statement, price in newspaper or through Internet
Real property	Letter from tax office, assessment, etc.	Property tax statement (for current value), assessment, records or income and expenses, tax return

Verification Requirements for Individual Items		
Item to Be Verified	3 rd party verification	Hand-carried verification
Personal property	Assessment, bluebook, etc.	Receipt for purchase, other evidence of worth
Cash value of life insurance policies	Letter from insurance company	Current statement
Assets disposed of for less than fair market value	N/A	Original receipt and receipt at disposition, other evidence of worth
Income		
Earned income	Letter from employer	Multiple pay stubs
Self-employed	N/A	Tax return from prior year, books of accounts
Regular gifts and contributions	Letter from source, letter from organization receiving gift (i.e., if grandmother pays day care provider, the day care provider could so state)	Bank deposits, other similar evidence
Alimony/child support	Court order, letter from source, letter from Human Services	Record of deposits, divorce decree
Social Security Administration		Letter from Social Security as verified by HUD computer systems
Periodic payments (i.e., welfare, pensions, workers compensation, unemployment)	Letter or electronic reports from the source	Award letter, letter announcing change in amount of future payments
Training program participation	Letter from program provider indicating	N/A

Verification Requirements for Individual Items		
Item to Be Verified	3 rd party verification	Hand-carried verification
	<ul style="list-style-type: none"> - whether enrolled or completed - whether training is HUD-funded - whether Federal, State, local govt., or local program - whether it is employment training - whether it has clearly defined goals and objectives - whether program has supportive services - whether payments are for out-of-pocket expenses incurred in order to participate in a program - date of first job after program completion 	Evidence of job start

12.3 Verification of Citizenship or Eligible Noncitizen Status

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

Prior to being admitted, or at the first reexamination, all citizens and nationals will be required to sign a declaration under penalty of perjury. They will be required to show proof of their status by such means as a birth certificate, military ID, or military DD 214 Form.

Prior to being admitted or at the first reexamination, all eligible non-citizens who are 62 years of age or older will be required to sign a declaration under penalty of perjury. They will also be required to show proof of age.

Prior to being admitted or at the first reexamination, all eligible non-citizens must sign a declaration of their status and a verification consent form and provide their original INS documentation. BHA will make a copy of the individual's INS documentation and place the copy in the file. BHA will also verify their status through the INS SAVE system. If the INS SAVE system cannot confirm eligibility, BHA will mail information to the INS in order that a manual check can be made of INS records.

Family members who do not claim to be citizens, nationals, or eligible non-citizens must be listed

on a statement of non-eligible members and the list must be signed by the head of the household.

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

Any family member who does not choose to declare their status must be listed on the statement of non-eligible members.

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

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

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

12.4 Verification of Social Security Numbers

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

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

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

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

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

12.5 Timing of Verification

Verification information must be dated within ninety (90) days of certification or reexamination. If the verification is older than this, the source will be contacted and asked to provide information regarding any changes.

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

12.6 Frequency of Obtaining Verification

For each family member, citizenship/eligible non-citizen status will be verified only once. This verification will be obtained prior to admission. If the status of any family member was not determined prior to admission, verification of their status will be obtained at the next regular reexamination. Prior to a new member joining the family, their citizenship/eligible non-citizen status will be verified.

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

12.7 Special Verification for Adult Students

In addition to other verification procedures, student head of households must provide a written signed certification that the student does or does not receive any financial support from his or her parents or guardians and whether or not the student is receiving an athletic scholarship. If support is received, the certification must state the amount of the anticipated support. BHA shall verify using normal third-party verification procedures that amount by communicating directly with the supporting person(s). If an athletic scholarship is involved, BHA shall determine if any of the scholarship is available for housing costs.

12.8 Discrepancies in Verified Information

An EIV Income Report shall be pulled from the system before annual or interim reexamination is conducted for any family and compared with family-reported information. If the EIV report reveals an income source that was not reported by the tenant or a substantial difference (defined as \$2400 or more annually) in the reported income information, BHA will:

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

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

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

When there is an unsubstantial or no disparity between tenant-reported and EIV-reported income information, BHA will obtain from the tenant, any necessary documentation to complete the income determination process. As noted previously, BHA may reject any tenant-provided documentation if the Authority deems the documentation unacceptable. Documentation provided by the tenant will only be rejected for only the following reasons:

1. The document is not an original; or

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

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

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

BHA will then pursue lower level verifications in accordance with the verification hierarchy.

13.0 RENT

13.1 Family Choice

At admission and each year in preparation for their annual reexamination, each family is given the choice of having their rent determined under the income method or having their rent set at the flat rent amount.

1. Families who opt for the flat rent will be required to go through the income reexamination process every three years, rather than the annual review they would otherwise undergo.
2. Families who opt for the flat rent may request to have a reexamination and return to the income-based method at any time for any of the following reasons:
 - a. The family's income has decreased.
 - b. The family's circumstances have changed increasing their expenses for child care, medical care, etc.
 - c. Other circumstances creating a hardship on the family such that the formula method would be more financially feasible for the family.

3. Families have only one choice per year except for cases of financial hardship. In order for families to make informed choices about their rent options, BHA will provide them with the following information whenever they have to make rent decisions:
 - a. BHA's policies on switching types of rent in case of a financial hardship; and
 - b. The dollar amount of tenant rent for the family under each option. If the family chose a flat rent for the previous year, BHA will provide the amount of income-based rent for the subsequent year only for the year BHA that conducts an income reexamination or if the family specifically requests it and submits updated income information.

13.2 The Income Method

The total tenant payment is equal to the highest of:

1. 10% of the family's monthly income;
2. 30% of the family's adjusted monthly income; or
3. If the family is receiving payments for welfare assistance from a public agency and a part of those payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of those payments which is so designated. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this provision is the amount resulting from one application of the percentage; or
4. The minimum rent of **\$50**.

13.3 Minimum Rent

BHA has set the minimum rent at **\$50**. If family cannot pay this amount, it can complete a Minimum Rent Financial Hardship Application so that BHA can determine whether a hardship exemption is appropriate.

Upon submission of the application, BHA will suspend the minimum rent beginning the month following the family's request until BHA can determine whether a hardship exists and whether the hardship is of a temporary or long-term nature.

1. A hardship exists in the following circumstances:

- a. When the family has lost eligibility for or is waiting an eligibility determination for a Federal, State, or local assistance program, including a family that includes a member who is a non-citizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for title IV of the Personal Responsibility and Work Opportunity Act of 1996;
 - b. When the family would be evicted because it is unable to pay the minimum rent;
 - c. When the income of the family has decreased because of changed circumstances, including loss of employment, or the family has an increase in expenses because of changed circumstances, for medical costs, childcare, transportation, education or similar items;
 - d. When a death has occurred in the family.
2. No hardship. If BHA determines that no qualifying hardship exists, minimum rent will be reinstated immediately and the family must repay any back rent owed from the time that minimum rent was suspended, if any.
3. Temporary hardship. If BHA reasonably determines that there is a qualifying hardship but that it is of a temporary nature (a hardship that lasts three months or less), the minimum rent not be imposed for a period of 90 days from the month following the date of submission of the application. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. BHA will work with a tenant on the repayment of the suspended rent. However, even while minimum rent is suspended, tenants are responsible for the timely payment of excess utility charges, maintenance charges, and/or on existing repayment agreements. During the suspension period BHA will not evict the family for nonpayment of the amount of tenant rent owed for the suspension period.
4. Long-term hardship. If BHA determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists. BHA will review a long-term exemption every 120 days.
5. Appeals. The family may use the grievance procedure to appeal BHA's determination regarding the hardship. No escrow deposit will be required in order to proceed with the grievance.

13.4 Flat Rent

BHA has set a flat rent for each public housing unit. In doing so, it considered the size and type of the unit, as well as its age, condition, amenities, services, and neighborhood. BHA determined the market value of the unit and set the rent to be at least 80% of the market value. The amount of the flat rent will be reevaluated annually and adjustments applied. Affected families will be given a 45-day notice of any rent change. Adjustments are applied on the anniversary date for each affected family (for more information on flat rents, see Section 15.3).

BHA will post the flat rents at each of the developments and at its Administrative Office. Flat rents are incorporated in this policy upon approval by the Board of Commissioners.

There is no utility allowance for families paying a flat rent.

13.5 Ceiling Rents

BHA has set ceiling rents for each public housing unit. In doing so, it considered the size and type of the unit, as well as its age, condition, amenities, services, and neighborhood. BHA determined the market value of the unit and set the rent to be at least 80% of the market value. The amount of the ceiling rent will be reevaluated annually and adjustments applied. Affected families will be given a 45-day notice of any rent change. Adjustments are applied on the anniversary date for each affected family.

13.6 Rent for Families under the Noncitizen Rule

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

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

If a mixed family qualifies for prorated assistance but decides not to accept it, or if the family has no eligible members, the family may be eligible for temporary deferral of termination of assistance to permit the family additional time for the orderly transition of some or all of its members to locate other affordable housing. Under this provision, the family receives full assistance. If assistance is granted under this provision prior to November 29, 1996, it may last no longer than three (3) years. If granted after that date, the maximum period of time for assistance under the provision is eighteen (18) months. BHA will grant each family a period of six (6) months to find suitable affordable housing. If the family cannot find suitable affordable housing, BHA will provide additional search periods up to the maximum time allowable.

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

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

1. Determine the total tenant payment in accordance with 24 CFR 5.628. (Annual income includes income of all family members, including any family member who has not established eligible immigration status).
2. Family maximum rent is equal to the applicable flat rent for the unit size to be occupied by the family.
3. Subtract the total tenant payment from the family maximum rent. The result is the maximum subsidy for which the family could qualify if all members were eligible ("family maximum subsidy").
4. Divide the family maximum subsidy by the number of persons in the family (all persons) to determine the maximum subsidy per each family member who has citizenship or eligible immigration status ("eligible family member"). The subsidy per eligible family member is the "member maximum subsidy."
5. Multiply the member maximum subsidy by the number of family members who have citizenship or eligible immigration status ("eligible family members"). The product of this calculation is the "eligible subsidy".
6. The mixed family TTP is the maximum rent minus the amount of the eligible subsidy.
7. Subtract any applicable utility allowance from the mixed family TTP. The result of this calculation is the mixed family tenant rent.

13.7 Utility Allowance

BHA will pay the bill for basic utilities on its properties. In return, the residents will be expected to consume utilities based on a reasonable consumption of utilities by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful environment. In setting the usage, BHA will review the actual consumption of tenant families as well as changes made or anticipated due to modernization (weatherization efforts, installation of energy-efficient appliances, etc.). Usage will be evaluated at least annually as well as any time utility rate changes by 10% or more since the last revision to the usage allowances.

For BHA paid utilities, BHA will monitor the utility consumption of each household. Any consumption in excess of the allowance established by BHA will be billed to the tenant monthly, quarterly or at the end of the heating season in the case of oil heated units.

Requests for relief from surcharges for excess consumption of BHA purchased utilities may be granted by BHA on reasonable grounds. Reasonable requests shall be granted to families that include an elderly person or a member with disabilities. Requests by the family shall be submitted under the Reasonable Accommodation Policy. Families shall be advised of their right to individual relief at admission to public housing and at time of any utility allowance changes.

13.8 Paying Rent

Rent and other charges are due and payable on the first day of the month. Rent is collected at **161 Davis Road**. Reasonable accommodations for this requirement will be made for persons with disabilities. Rent must be paid by check, credit card, electronic transfer, or money order only.

If the rent is not paid by the seventh of the month, a 14-Day Notice of Lease Termination will be issued to the tenant. In addition, a 4% late charge will be assessed if the rent is not paid by the fifteenth (15th) day of the month. If rent is paid by a personal check and the check is returned for insufficient funds, this shall be considered a non-payment of rent and will incur the late charge plus an additional charge of \$25 for processing costs. Under these circumstances no future payment of rent or charges by personal check will be allowed for a minimum of one year.

14.0 COMMUNITY SERVICE AND SELF-SUFFICIENCY

14.1 General

In order to be eligible for continued occupancy, each nonexempt adult family member (18 years

or older) must either (1) contribute eight hours per month of community service (not including political activities), or (2) participate in an economic self-sufficiency program for eight hours per month. The Community Service and Self-Sufficiency Requirement (CSSR) can also be met by performing a combination of eight hours of community service and participation in an economic self-sufficiency program. The required community service or self-sufficiency activity may be completed at 8 hours each month or may be aggregated across a year. Any blocking of hours is acceptable as long as 96 hours is completed by each annual certification.

14.2 Exemptions

Exempt individuals are adults who are:

1. 62 or older.
2. Blind or disabled as defined under 216(i)(1) or 1614 of the Social Security Act (42 U.S.C. 416(i)(1), and who certifies that because of this disability she or he is unable to comply with these requirements.
3. The primary care giver for someone described in Paragraph 2 above.
4. Engaged in work activities for at least 20 hours a week. In order for an individual to be exempt from CSSR because she or he is engaged in work activities, the person must be participating in an activity that meets one of the following definitions of “work activities” contained in Section 407(d) of the Social Security Act (42 U.S.C. § 607(d)):
 - a. Unsubsidized employment;
 - b. Subsidized private-sector employment;
 - c. Subsidized public-sector employment;
 - d. Work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available;
 - e. On-the-job-training;
 - f. Job-search;
 - g. Community service programs;

- h. Vocational educational training (not to exceed 12 months with respect to any individual);
 - i. Job-skills training directly related to employment;
 - j. Education directly related to employment in the case of a recipient who has not received a high school diploma or a certificate of high school equivalency;
 - k. Satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalence, in the case of a recipient who has not completed secondary school or received such a certificate;
 - l. Able to meet requirements under a State program funded under part A of title IV of the Social Security Act (42 U.S.C. Section 601 et seq.) or under any other welfare program of the State in which PHA is located including a State-administered Welfare-to-Work program; or
 - m. A member of a family receiving assistance, benefits, or services under a State program funded under part A of title IV of the Social Security Act (42 U.S.C. Section 601 et seq.), or under any other welfare program of the State in which the PHA is located, including a State-administered Welfare-to-Work program, and has not been found by the State or other administering entity to be in noncompliance with such a program.
- 5. Providers of childcare services to an individual who is participating in a community service or economic self-sufficiency program.
 - 6. Adults with children under the age of one year. If there is more than one adult in the household, only one adult is eligible for the exemption.
 - 7. Family members receiving assistance, benefits or services under a State program funded under part A title IV of the Social Security Act or under any other State welfare program, including welfare-to-work and who are in compliance with that program.

14.3 Notification of the Requirement

BHA shall identify all adult family members who are apparently not exempt from CSSR at the time of move in.

BHA shall notify all such family members of the CSSR and of the categories of individuals who are exempt. The notification will provide the opportunity for family members to claim an exemption in writing.

BHA will review the claimed exemption and determine whether the individual is exempt. As part of this process, BHA may require that the individual claiming the exemption submit paperwork in support thereof. If the individual does not agree with the determination, he or she can appeal by following the Grievance Policy.

Changes in exempt or non-exempt status of a resident shall be reported by the resident to BHA within ten (10) calendar days of the change.

14.4 Community Service and Economic Self-Sufficiency Opportunities

Eligible community service activities include, but are not limited to, serving at:

1. Local public or nonprofit institutions, such as schools, Head Start Programs, before-or after-school programs, childcare centers, hospitals, clinics, hospices, nursing homes, recreation centers, senior centers, adult daycare programs, homeless shelters, feeding programs, food banks (distributing either donated or commodity foods), or clothes closets (distributing donated clothing);
2. Nonprofit organizations serving PHA residents or their children, such as: Boy or Girl Scouts, Boys or Girls Club, 4-H Clubs, Police Activities League (PAL), organized children's recreation, mentoring, or education programs, Big Brothers or Big Sisters, Garden Centers, community clean-up programs, beautification programs;
3. Programs funded under the Older Americans Act, such as Green Thumb, Service Corps of Retired Executives, senior meals programs, senior centers, Meals on Wheels;
4. Public or nonprofit organizations dedicated to seniors, youth, children, residents, citizens, special-needs populations or with missions to enhance the environment, historic resources, cultural identities, neighborhoods or performing arts;
5. BHA housing to improve grounds or provide gardens (so long as such work does not alter BHA's insurance coverage); or work through resident organizations to help other residents with problems, including serving on the Resident Advisory Board, outreach and assistance with BHA-run self-sufficiency activities including supporting computer learning centers; and,

6. Care for the children of other residents so parents may volunteer.

Eligible self-sufficiency activities include, but are not limited to:

1. Job readiness or job training while not employed;
2. Training programs through local One-Stop Career Centers, Workforce Investment Boards, (local entities administered through the U.S. Department of Labor), or other training providers;
3. Higher education (junior college or college);
4. Apprenticeships (formal or informal);
5. Substance abuse or mental health counseling;
6. Reading, financial and/or computer literacy classes;
7. English as a second language and/or English Proficiency classes;
8. Budgeting and credit counseling.

BHA will coordinate with social service agencies, local schools, and the Human Resources Office in identifying a list of available and eligible positions.

Together with the resident advisory councils, BHA may create community service positions such as hall monitoring, litter patrols, and supervising and record keeping for community service participants.

14.5 The Process

At admission, the following will occur:

1. BHA will provide a list of community service and/or economic self-sufficiency opportunities to family members and it will provide information for obtaining suitable positions.
2. BHA will give the family a written description of the service requirement, and of the process for claiming status as an exempt person and for its verification of such status.

3. BHA will provide a time sheet to non-exempt family members. Instructions for the time sheet require the individual to complete the form and have a supervisor date and sign for each period of work.
4. BHA will assign non-exempt family members to Property Manager Assistant who will assist the individual in identifying appropriate positions and in meeting their responsibilities. The Property Manager Assistant will track the family member's progress monthly and will meet with the family member as needed to best encourage compliance.
5. All adult members (18 or older) will sign a certification that they have received and read the CSSR policy and understand that if they are not exempt, failure to comply with the community service requirement will result in nonrenewal of their lease, per 24 CFR 966.4(l)(2)(iii)(D).

At least 30 days before the annual reexamination and/or lease expiration, BHA will review the exempt or nonexempt status and compliance of non-exempt family members. At each regularly scheduled rent re-examination, each non-exempt family member presents a signed certification on a form provided by BHA of CSSR activities performed over the previous twelve (12) months. BHA will obtain third-party verification of CSSR completion administered through outside organizations.

Additional supporting documentation may be requested of the resident to verify CSSR participation or exempt status.

14.6 Notification of Non-Compliance

BHA will not evict a family due to non-compliance with the CSSR. If BHA finds that a tenant is non-complaint with CSSR, it will provide written notification to the tenant of the noncompliance, which will include:

1. A brief description of the finding of non-compliance with CSSR;
2. A statement that BHA will not renew the lease at the end of the current 12-month lease term unless the tenant enters into a written work-out agreement with BHA or the family provides written assurance that is satisfactory to BHA explaining that the tenant or other noncompliant resident no longer resides in the unit. Such written work-out agreement must include the means through which a noncompliant family member will comply with the CSSR requirement.

The tenant may request a grievance hearing on BHA's determination, and the tenant may exercise any available judicial remedy to seek timely redress for BHA's nonrenewal of the lease because of such determination.

14.7 Opportunity for Cure

BHA will offer non-complaint family members the opportunity to enter into a work-out agreement. The agreement provides the number of hours that the family member is deficient and shall complete over the 12-month period of the agreement. The agreement shall also provide that the non-exempt family member shall remain current on his or her CSSR obligations. The first hours a resident earns go toward the current commitment until the current year's commitment is made.

A member of the property management team will assist the family member in identifying community service opportunities and will track compliance on a monthly basis.

If a family member refuses to sign a written work-out agreement or fails to comply with the terms of the work-out agreement, BHA will initiate termination of tenancy proceedings at the end of the current 12-month lease term due to the fact that the family has failed to comply with lease requirements. When initiating termination of tenancy proceedings, BHA will provide the following procedural safeguards:

1. Adequate notice to the tenant of the grounds for terminating the tenancy and for non-renewal of the lease;
2. Right of the tenant to be represented by counsel;
3. Opportunity for the tenant to refute evidence presented by BHA, including the right to confront and cross-examine witnesses and present any affirmative legal or equitable defense which the tenant may have; and
4. A decision on the merits.

14.8 Prohibition Against Replacement of Agency Employees

In implementing the service requirement, BHA may not substitute community service or self-sufficiency activities performed by residents for work ordinarily performed by its employees or replace a job at any location where residents perform activities to satisfy the service requirement.

14.9 Family Self-Sufficiency Program

The purpose of BHA's Family Self-Sufficiency (FSS) program is to promote the development of local strategies to coordinate the use of assistance under the public housing program with public and private resources to enable participating families to increase earned income, reduce or eliminate the need for welfare assistance and make progress toward achieving economic independence and housing self-sufficiency.

15.0 RECERTIFICATIONS

At least annually, BHA will conduct a reexamination of family income and circumstances. The results of the reexamination determine (1) whether the family remains eligible for public housing; (2) the rent the family will pay, and (3) whether the family is housed in the correct unit size.

15.1 General

BHA will send a notification letter to the family letting them know that it is time for their annual reexamination, giving them the option of selecting either the flat rent or income method, and scheduling an appointment if they are currently paying an income rent. If the family thinks they may want to switch from a flat rent to an income rent, they should request an appointment. At the appointment, the family can make their final decision regarding which rent method they will choose. The letter also includes, for those families paying the income method, forms for the family to complete in preparation for the interview. The letter includes instructions permitting the family to reschedule the interview, if necessary. The letter tells families who may need to make alternate arrangements due to a disability that they may contact staff to request an accommodation of their needs.

During the appointment, BHA will determine whether family composition may require a transfer to a different bedroom size unit, and if so, the family's name will be placed on the transfer list.

Also, during the recertification, each household shall be asked whether any member is subject to the lifetime registration requirement under a state registration program. BHA will verify this information using the Dru-Sjodin National Sex Offender Database and the Maine State Sex Offender database and document this information in the same method used at admission. For any admissions after June 25, 2001 (the effective date of the Screening and Eviction for Drug Abuse and Other Criminal Activity final rule), if the recertification screening reveals that the tenant or a member of the tenant's household is subject to a lifetime sex offender registration requirement, a 10-year State of Maine registration, or that the tenant has falsified information or otherwise failed to disclose his or her criminal history or sex-offender status on their application and/or recertification forms, the BHA will pursue eviction of the household.

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

15.2 Missed Appointments

If the family fails to respond to the letter and fails to attend the interview, a second letter will be mailed. The second letter will advise of a new time and date for the interview, allowing for the same considerations for rescheduling and accommodation as above. The letter will also advise that failure by the family to attend the second scheduled interview will result in BHA taking eviction actions against the family.

15.3 Flat Rents

The annual letter to families paying the flat rent will, at a minimum, contain the following information:

1. That the family has the option, at the annual examination, of selecting a flat rent amount in lieu of completing the reexamination process and having their rent based on the income amount.
2. The amount of the flat rent.
3. A fact sheet about income rents that explains the types of income counted, the most common types of income excluded, and the categories allowances that can be deducted from income.
4. Families who opt for the flat rent will go through the income reexamination process every three years, unless the family is over-income, subject to Section 15.9 of this ACOP, and required to undergo interim reexaminations at twelve-month intervals.
5. That families who opt for the flat rent may request to have a reexamination and return to the income-based method at any time for any of the following reasons:
 - a. The family's income has decreased.
 - b. The family's circumstances have changed increasing their expenses for child care, medical care, etc.

- c. Other circumstances creating a hardship on the family such that the income method would be more financially feasible for the family.
6. Once a family returns to the income-based method during their “lease year” they cannot go back to a flat rent until their next regular annual reexamination.
7. The dates upon which BHA expects to review the amount of the flat rent, the approximate rent increases the family could expect, and the approximate date upon which a future rent increase could become effective.
8. A certification for the family to sign accepting or declining the flat rent.

Each year prior to their anniversary date, BHA will send a reexamination letter to the family offering the choice between a flat or an income rent. The opportunity to select the flat rent is available only at this time. At the appointment, BHA may assist the family in identifying the rent method that would be most advantageous for the family. If the family wishes to select the flat rent method without meeting with BHA representative, they may make the selection on the form and return the form to BHA. In such case, BHA will cancel the appointment.

15.4 The Income Method

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

Upon receipt of verification, BHA will determine the family's annual income and will calculate their rent as follows, which is equal to the highest of:

1. 10% of the family's monthly income;
2. 30% of the family's adjusted monthly income; or
3. The welfare rent;
4. The minimum rent; or
5. The amount calculated pursuant to 15.10.

15.5 Effective Date of Rent Changes for Annual Reexaminations

In the event of an increase in rent, the new rental amount will be due only after a minimum of 45 days written notice to the family.

In the event of an increase in rent that is delayed due to a reason beyond the control of the family, then the increase will be effective the first of the month after the expiration of a 45-day notice of increase. In the event of a reduction in rent that is delayed due to a reason beyond the control of the family, then the reduction will be effective retroactively to the date of the recertification.

If the family caused the delay, then any increase will be effective upon the expiration of the notice referred to above. Any reduction will be effective the first of the month after the rent amount is determined.

15.6 Interim Reexaminations

Families are required to report any increase in income or decrease in allowable expenses between annual reexaminations. Tenants must report any increase in income in writing within 10 days of the increase. Failure to report within 10 days may result in a retroactive rent charge and/or termination of tenancy.

BHA will conduct an interim re-examination when there is a change in the family composition or a change in income that would result in a change in Total Tenant Payment. Decreases will always be implemented and increases will be implemented as indicated below, with the exception of other regulations imposed by QHWRA.

Families are required to report the changes to BHA between regular reexaminations. If the family's rent is being determined under the income method, these changes will trigger an interim reexamination. The family shall report these changes within ten (10) days of their occurrence.

1. A member has been added to the family through birth or adoption or court-awarded custody.
2. A household member is leaving or has left the family unit.

In order to add a household member other than through birth or adoption (including a live-in aide), the family must request that the new member be added to the lease. Before adding the new member to the lease, the individual must complete an application form stating their income, assets, and all

other information required of an applicant. The individual must provide their Social Security number and must verify their citizenship/eligible immigrant status. (Their housing will not be delayed due to delays in verifying eligible immigrant status other than delays caused by the family.) The new family member will go through the screening process for applicants. BHA will determine the eligibility of the individual before adding them to the lease. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal review. If they are found to be eligible and do pass the screening criteria, their name will be added to the lease. At the same time, if the family's rent is being determined under the income method, the family's annual income will be recalculated taking into account the circumstances of the new family member. The effective date of the new rent will be in accordance with Section 15.8.

15.7 Special Reexaminations

If a family's income is too unstable to project for twelve (12) months, including families that temporarily have no income (0 renters) or have a temporary decrease in income, BHA may schedule special reexaminations approximately every thirty (30) days until income stabilizes and an annual income can be determined. A credit report may be obtained at least once a year for tenants having special reexaminations.

15.8 Effective Date of Rent Changes Due to Interim or Special Reexaminations

Unless there is a delay in reexamination processing caused by the family, any rent increase will be effective the first of the month following 45 days' written notice to the family. In the case of a rent increase due to misrepresentation by the family or failure to report changes in family composition or income, then BHA will apply an increase in rent retroactive to the first of the month following the month in which the misrepresentation or change occurred, without prejudice to any other actions that BHA may take.

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

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

In no event shall a family be eligible for a retroactive credit or refund of rent.

BHA will always process an interim increase in rent if it found that the resident at an annual or interim reexamination has misrepresented or failed to report the facts upon which the rent is based so that the rent the resident is paying is less than the rent that he/she should have been charged.

BHA will apply an increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred. Failure to report accurate information is also grounds for initiating eviction proceedings in accordance with the dwelling lease.

15.9 Over-Income Families

In the case of a family residing in a dwelling unit of public housing whose income for a year has exceeded 120% of the area median income (AMI), or a different limitation established by the Secretary of HUD, BHA shall provide written notification to the family. The income limits are referred to as the “over-income limit.”

This notification will inform the family that its income has exceeded the over-income limit for one year, and if the family’s income continues to exceed the over-income limit for the next 12 consecutive months, BHA may take the following action:

1. Charge the family as monthly rent for the Premises an amount equal to the greater of:
 - a. The applicable Fair Market Rent for a dwelling unit in the same market area of the same size; or
 - b. The amount of the monthly subsidy for the unit, including amounts from the operating and capital fund, as determined by regulations; or
2. Terminate the tenancy of the family within 6 months of the second income determination.

If the over-income limit determination was made during an interim reexamination, BHA will conduct a second interim reexamination on that date one year later. However, if BHA discovers through an annual or interim reexamination that a previously over-income family has income that is now below the over-income limit, the family is no longer subject to these provisions. A previously over-income family would be entitled to a new two-year grace period if the family’s income once again exceeds the over-income limit.

Twelve months after the second over-income finding, if the family is still over-income, the family is subject to termination or higher rental payments.

15.10 Housing Authority Mistakes in Calculating Rent

If BHA makes a mistake in calculating a family’s rent and overcharges the family, the family will receive a credit refund for the amount of the mistake going back a maximum of twenty-four (24)

months. The refund shall be credited to the family's account, unless the resident owes BHA money in which case the debt shall be offset to the degree possible before the resident receives any credit. After a family moves out, BHA will refund any amount credited along with the security deposit within 30 days or give the family a written statement of why all or part of the amount credited and the security deposit is being kept.

16.0 UNIT TRANSFERS

16.1 Objectives of the Transfer Policy

The objectives of the Transfer Policy include the following:

1. To address emergency situations.
2. To fully utilize available housing based on family composition by ensuring that each family occupies the appropriate size unit.
3. To facilitate a relocation when required for modernization or other management purposes.
4. To facilitate relocation of families with inadequate housing accommodations.
5. To eliminate vacancy loss and other expense due to unnecessary transfers.
6. To facilitate other approved moves.

16.2 Categories of Transfers

1. Emergency transfers. Emergency transfers are those transfers based on conditions in the family's unit, building, or site, which pose an immediate and verifiable threat to the life, safety, or health of the family or its members. This category of transfers also includes transfers made pursuant to Section 20.2.5 of this ACOP.
2. Immediate administrative transfers. These transfers are necessary in order to permit a family needing accessible features to move to a unit with such a feature or to enable modernization, revitalization, disposition or demolition work to proceed. When an accessible unit becomes available, it shall first be offered to families needing it who reside on the site that has the vacancy, then to other public housing residents needing the special accessibility features, and finally to appropriate people on the waiting list.

3. Regular administrative transfers. These transfers are made to offer incentives to families willing to help meet certain BHA occupancy goals, to correct occupancy standards where the unit size is inappropriate for the size and composition of the family, to allow for non-emergency but medically advisable transfers, and other transfers approved by BHA when a transfer is the only or best way of solving a serious problem.
4. Waiting list transfers. These transfers are made when, after an applicant is housed and becomes a tenant, the household chooses to remain on a waiting list for any of BHA's other public housing properties and is subsequently offered a unit at another of BHA's public housing properties.

16.3 Documentation

A family who requests a transfer may need to provide documentation in support of the transfer.

16.4 Processing Transfers

Transfer requests will be placed on a waiting list by date and time of approval of the request.

Transfers in category 1 and 2 will be prioritized ahead of any other families, including those on the applicant waiting list. Transfers in category 1 will be prioritized ahead of transfers in category 2.

In BHA's discretion, transfers in category 3 may be prioritized ahead of other families, including those on the waiting list, but not ahead of transfers from category 1 or 2. Category 4 transfers are subject to a household's place on a waiting list and the rules in this subsection.

Upon offer and acceptance of a unit, the family will execute all required documentation and pay any rent and/or security deposit. The family will be allowed seven (7) calendar days to complete a transfer. The family will be responsible for paying rent at the old unit as well as the new unit for any period of time they have possession of both, in excess of seven (7) calendar days. The prorated rent and other charges must be paid at the time of lease execution.

The following pertains to rejection of a unit:

1. If the family will not lose their place on the transfer waiting list if they had good cause for rejecting the offered unit.
2. If the transfer is being made at the request of BHA and the family rejects two offers without good cause, BHA will take action to terminate their tenancy. If the reason for

the transfer is that the current unit is too small to meet BHA's optimum occupancy standards, the family may request in writing to stay in the unit without being transferred so long as their occupancy will not exceed two people per living/sleeping room.

3. If the transfer is being made at the family's request and the rejected offer provides de-concentration incentives, the family will maintain their place on the transfer list and will not otherwise be penalized.
4. If the family requested the transfer and the family, without good cause, turns down one offer that does not include de-concentration incentives, the family will not be penalized. The family's name will be removed from the transfer list if the family rejects, without good cause, the second offer and the family may not request another transfer for 12 months from the date the family rejected the second offer.

16.5 Cost of the Family's Move

The cost of the transfer generally will be borne by the family in the following circumstances:

1. When the transfer is made at the request of the family or by others on behalf of the family or when the family makes a Category 4 transfer;
2. When the transfer is needed to move the family to an appropriately sized unit, either larger or smaller; or
3. When the transfer is needed because action or inaction by the family caused the unit to be unsafe or uninhabitable.

In cases of the foregoing types of transfers, the family will generally be required to pay the security deposit on the new unit at the time the family signs the lease for the new unit.

The cost of the transfer may be borne by BHA in the following circumstances:

1. When the transfer is needed in order to carry out rehabilitation activities; or
2. When action or inaction by BHA has caused the unit to be unsafe or inhabitable; or
3. When the transfer is necessitated because a family with disabilities needs the accessible unit into which the transferring family moved. This is discussed in Section 2.9 of this ACOP.

In cases of the foregoing types of transfers, the payment of a security deposit or the transfer of a security deposit will be determined on a case-by-case basis.

The responsibility for moving costs in other circumstances will be determined on a case-by-case basis.

16.6 Tenants in Good Standing

A family's transfer request or a Category 4 transfer will not be approved unless the family is in good standing with BHA, meaning that the family is not in default under their lease, is current in all payments to BHA, and has passed a housekeeping inspection. In addition, a family's transfer request will not be approved if any member of the family has not resided in the unit for at least twelve (12) months or if the transfer would leave a member of the family in the unit who has not resided in the unit for at least twelve (12) months.

16.7 Transfer Requests

A tenant may request a transfer at any time by completing a transfer request form. In considering the request, BHA may request a meeting with the tenant to better understand the need for transfer and to explore possible alternatives. BHA will review the request in a timely manner and if a meeting is desired, it shall contact the tenant within ten (10) business days of receipt of the request to schedule a meeting.

BHA will grant or deny the transfer request in writing within ten (10) business days of receiving the request or holding the meeting, whichever is later.

If the transfer is approved, the family's name will be added to the transfer waiting list.

If the transfer is denied, the denial letter will advise the family of their rights under BHA's grievance policy.

16.8 Rights

The provisions listed above are to be used as a guide to insure fair and impartial means of assigning units for transfers. It is not intended that this policy will create a property right or any other type of right for a tenant to transfer or refuse to transfer.

17.0 INSPECTIONS

17.1 Move-in Inspections

An authorized representative of BHA and an adult family member will inspect the unit prior to commencement of occupancy. A written statement of the condition of the unit will be made, all equipment will be provided, and the statement will be signed by both parties with a copy retained in BHA's file and a copy given to the family member.

17.2 Annual Inspections

BHA will inspect each unit annually to ensure that each unit meets UPCS housing standards. Work orders will be submitted and completed to correct any deficiencies.

17.3 Preventative Maintenance Inspections

This is generally conducted along with the annual inspection. This inspection is intended to keep items in good repair. It checks weatherization; the condition of the smoke and carbon monoxide detectors, water heaters, furnaces, automatic thermostats and water temperatures; for leaks; and provides an opportunity to change furnace filters and provide other minor servicing that extends the life of the unit and its equipment.

17.4 Special Inspections

A special inspection may be scheduled to enable HUD or others to inspect a sample of the housing stock maintained by BHA.

17.5 Housekeeping Inspections

Generally, at the time of annual inspection, or at other times as necessary, BHA will conduct a housekeeping inspection to ensure the family is maintaining the unit in a safe, clean and sanitary condition.

17.6 Notice of Inspection

BHA will give the tenant at least two (2) days advance written notice for annual inspections, preventative maintenance inspections, special inspections, and housekeeping inspections.

17.7 Emergency Inspections

If any employee and/or agent of BHA has reason to believe that an emergency exists within the housing unit, the unit can be entered without notice. The person(s) who enters the unit will leave a written notice to the resident that indicates the date and time the unit was entered and the reason why it was necessary to enter the unit.

17.8 Move-Out Inspections

BHA conducts the move-out inspection with an adult family member to assess and acknowledge the condition of the unit and determine responsibility for any needed repairs. The tenant is notified of the inspection and is encouraged to be present. This inspection becomes the basis for any claims that may be assessed against the security deposit.

18.0 ANIMALS

BHA has separate policies for pets and for service and assistance animals, which are not pets. The policies governing approval of assistance animals are discussed in Section 2.11 of this ACOP.

Tenants shall comply with BHA's Pet Policy. Failure to comply with the Pet Policy shall be considered a serious violation of a material term of the Lease, which could result in the termination of the family's tenancy.

19.0 REPAYMENT AGREEMENTS

When a family owes BHA retroactive rent or other charges and is unable to pay the balance by the due date, the resident may request that BHA allow them to enter into a repayment agreement. BHA may allow the family to enter into a repayment agreement, in its sole discretion. BHA may decline to enter into a repayment agreement when the family already has a repayment agreement in place or if BHA believes that the resident has committed fraud. This list of reasons why BHA may decline to enter into a repayment agreement is not exhaustive and is non-exclusive.

No repayment agreements shall exceed a period of twelve (12) months without the express written approval of the Executive Director. The total monthly payment amount, inclusive of rent, will not exceed 40% of monthly adjusted income. All repayment agreements shall be in writing and signed by both parties and include the following:

1. Reference to the paragraph(s) the lease in which the tenant may be in default and/or subject to termination of tenancy.

2. That the monthly repayment amount is in addition to the family's rent obligations under the lease.
3. The terms of the agreement may be renegotiated if there is a decrease or increase in the family's income.
4. Late and/or missed payments constitute default of the repayment agreement and may result in termination of tenancy and/or assistance.

Refusal to enter into a repayment agreement for monies owed will subject the family to eviction procedures.

BHA shall allow for repayment agreements for those tenants whose rental amount is the minimum rent and who have had their rent abated for a temporary period.

20.0 TERMINATION OF TENANCY

20.1 Termination by Tenant

The tenant may terminate the lease at any time upon submitting a 30-day written notice. If the tenant vacates prior to the end of the thirty (30) days, they will be responsible for rent through the end of the notice period or until the unit is re-rented, whichever occurs first.

20.2 Termination by BHA

BHA will not renew the lease of any non-exempt family that is not in compliance with CSSR.

BHA will terminate the lease for serious or repeated violations of material lease terms, or for other good cause. The reasons for which BHA may terminate the lease include but not limited to the following:

1. Nonpayment of rent or other amounts payable to BHA;
2. Repeated late payments (e.g., late payment of rent more than twice in a twelve-month period);
3. Failure to provide timely and accurate information or sign appropriate forms regarding family composition, income circumstances, or other information related to eligibility or rent;

4. Failure to allow inspection of the unit;
5. Failure to maintain the unit in a safe and sanitary manner;
6. Failure to attend scheduled meetings with BHA;
7. Assignment or subletting of any portion of the premises;
8. Use of the premises for purposes other than as a dwelling unit (other than for BHA-approved resident businesses);
9. Acts of destruction, defacement, or removal of any part of the premises or failure to cause guests to refrain from such acts;
10. Any violent or drug-related criminal activity on or off the premises by the tenant, any member of the tenant's household, or guest of the tenant or tenant's household;
11. Non-compliance with non-citizen rule requirements;
12. Permitting persons not on the lease to reside in the unit more than fourteen (14) days in any twelve (12) month period, without the prior written approval of BHA;
13. Disturbing other residents' peaceful enjoyment of the premises.
14. Any violent or criminal activity by the tenant, any member of the tenant's household, or guest of the tenant or tenant's household that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents;
15. Failure of the tenant, any member of the tenant's household, or guest of the tenant or tenant's household to act in cooperative manner with neighbors and BHA's staff and employees or to refrain from acting or speaking in an abusive or threatening matter toward neighbors or BHA's staff or employees.
16. Alcohol abuse that BHA determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
17. Violating BHA's smoking policy.

18. Disconnecting a smoke or carbon monoxide detector in any manner, removing any batteries from a smoke or carbon monoxide detector or failing to notify BHA if the smoke or carbon monoxide detector is inoperable for any reason;
19. Being absent from a unit for more than 2 months without good cause. Good cause may include, but is not limited to, prolonged hospitalization, absences beyond the control of the family (i.e., death in the family, other family member illness).
20. Being over the income limit for the program, as provided in 24 C.F.R. § 960.261.
21. Exceeding the over-income limit for two consecutive years.

20.3 Terminations for Criminal Activity

HUD has issued a due process determination that Maine law governing forcible entry and detainer matters requires the tenant have the opportunity for a pre-eviction hearing in court containing the elements of due process as defined in 24 C.F.R. 966.53(c).

Because HUD has issued a due process determination for Maine, BHA has excluded from its grievance procedure any grievance concerning a termination of tenancy or eviction for:

1. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of BHA's public housing premises by other residents or employees of BHA;
2. Any violent or drug-related criminal activity on or off such premises; or
3. Any criminal activity that resulted in felony conviction of a household member.

20.4 Abandonment

BHA will consider a unit to be abandoned when a resident has both fallen behind in rent **AND** has clearly indicated by words or actions an intention not to continue living in the unit.

When a unit has been abandoned, a BHA representative may enter the unit and secure any remaining personal property in a reasonably secure place.

20.5 Abandoned Property

In the event that a family has vacated a unit, whether through abandonment, following eviction, or otherwise, and if they have left personal property in the unit, BHA will mail a notice to the family

in accordance with 14 M.R.S. § 6013. The family will have 7 days to respond to claim the property. The notice will be mailed to the family's last known address.

If the tenant responds to the notice, they have 7 days in which to claim the property. If property has not been claimed at the end of the 14-day period, BHA will dispose of the property in accordance with 14 M.R.S. § 6013(D).

20.6 Return of Security Deposit

Within 30 days after a family vacates a unit, BHA will return to the tenant the security deposit paid to it by the tenant or, if there is actual cause for retaining the security deposit or any portion of it, BHA shall provide the tenant with a written statement itemizing the reasons for the retention of the security deposit or any portion of it. The written statement itemizing the reasons for the retention of any portion of the security deposit will be accompanied by a full payment of the difference between the security deposit and the amount retained.

BHA may retain the security deposit or a portion of the security deposit to cover the costs of storing and disposing of unclaimed property, nonpayment of rent and nonpayment of utility charges that the tenant was required to pay directly to BHA, or damage to the unit. These reasons are not exhaustive and non-exclusive. A security deposit or any portion of the security deposit will not be used to cover normal wear and tear to a unit.

BHA will mail the written statement and any payment to the family's last known address.

20.7 The EIV's Deceased Tenants Report

BHA shall generate the EIV's Deceased Tenants Report monthly shortly before either the end of the month or creating rent statements to see if the system flags deceased residents. BHA shall review the report and follow up to confirm the tenant's death. Upon confirmation of death, BHA will update family composition.

If a head of household of a single-person family dies, BHA will attempt to confirm the person's death by notifying next-of-kin or the person identified as an emergency contact. After confirming the person's death, BHA may conduct a home visit to determine if anyone is residing in the unit. If there are unauthorized persons (including a live-in aide) in the unit of a deceased single-person family, BHA will pursue judicial intervention to have them lawfully removed from the unit.

If the head of household dies during tenancy and the remaining household members are minors, BHA may allow a temporary adult guardian to reside in the unit with the minors until a court-

appointed guardian can be established. The new guardian may be added as the new head-of-household if that person is otherwise eligible pursuant to this ACOP.

20.8 Unpaid Accounts

Any unpaid accounts will be forwarded to a collection agency and reported to a credit bureau.

21.0 VIOLENCE AGAINST WOMEN ACT PROTECTIONS

21.1 Protection

The Violence Against Women Act (“VAWA”) provides special protections to applicants and participants in the public housing program who are victims of domestic violence, dating violence, sexual assault, or stalking. Despite its name, protections under VAWA are not limited to women. Victims of domestic violence, dating violence, sexual assault, or stalking are eligible for protection without regard to sex, gender identity, or sexual orientation. In addition, victims will not be discriminated against on the basis of any other protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age.

An applicant for assistance or tenant/participant assisted under a covered housing program may not be denied admission to, denied assistance under, terminated from participation in, or evicted from the housing on the basis or as a *direct result* of the fact that the applicant or tenant/participant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or tenant/participant otherwise qualifies for admission, assistance, participation, or occupancy.

A tenant may not be denied tenancy or occupancy rights solely on the basis of criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking if: (i) The criminal activity is engaged in by a member of the household of the tenant or any guest or other person under the control of the tenant, and (ii) The tenant or an affiliated individual of the tenant is the victim or threatened victim of such domestic violence, dating violence, sexual assault or stalking.

An incident of actual or threatened domestic violence, dating violence, sexual assault, or stalking shall not be construed as: (i) A serious or repeated violation of a lease executed under a covered housing program by the victim or threatened victim of such incident; or (ii) good cause for terminating the assistance, tenancy, or occupancy rights under a covered housing program of the victim or threatened victim of such incident.

BHA may terminate the lease and evict a tenant if it can demonstrate an actual and imminent threat to other residents or to those employed at or providing goods or services to the site in which the unit is located if the resident's tenancy is not terminated.

BHA may terminate a lease and evicting the tenant(s) based on any violation of a lease not premised on an act of domestic violence, dating violence, sexual assault, or stalking against the tenant or household member, and BHA will not subject such a tenant to a more demanding standard than other tenants in making the determination whether to evict or to terminate assistance.

BHA will honor court orders regarding the rights of access or control of property, including civil protection order issued to protect a victim of domestic violence, dating violence, sexual assault or stalking or the distribution or possession of property among members of a household. of the property.

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

BHA shall provide a preference for applicants who are victims of domestic violence currently living in public housing under the Housing Choice Voucher Program.

21.2 Eligibility

VAWA protections may also be exercised by or on behalf of a minor victim.

VAWA protections are only available for tenants and participants. Guests, unassisted members, and live-in aides of the family are ineligible for VAWA protections. However, a tenant may request VAWA protections on the grounds that a live-in aid is a victim of domestic violence, dating violence, sexual assault, or stalking.

21.3 Verification

To receive protection under VAWA, a tenant must request it. BHA is not independently required to identify whether a tenant has been a victim of domestic violence, dating violence, sexual assault, or stalking.

BHA requires written documentation in all cases where an individual represents to the BHA that the individual is a victim of domestic violence, dating violence, sexual assault, or stalking and is entitled to the protections or remedies under VAWA.

The submission of false information may be a basis for denial of admission, termination of assistance, or eviction.

1. Requirement for Verification. An applicant or tenant shall submit, as documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking, one of the following forms of documentation:
 - a. Form HUD-5382;
 - b. A document:
 - i. Signed by an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, “professional”) from whom the victim has sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse;
 - ii. Signed by the applicant or tenant; and
 - iii. That specifies, under penalty of perjury, that the professional believes in the occurrence of the incident of domestic violence, dating violence, sexual assault, or stalking that is the ground for protection and remedies under this subpart, and that the incident meets the applicable definition of domestic violence, dating violence, sexual assault, or stalking; or
 - c. A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
 - d. BHA, in its sole discretion, may accept a statement or other evidence provided by a tenant or applicant.
2. Time allowed to provide documentation/ failure to provide. An individual who claims protection against adverse action pursuant to VAWA and who is required to provide the documentation set forth above must provide such documentation within 14 business days after receipt of the written request for such documentation. During this period, BHA will take no adverse action against the individual.

BHA may, in its sole discretion, extend the time period to submit the required documentation. In exercising its discretion, BHA may consider the following non-exclusive set of factors: disability; limited English proficiency; absence from the unit

due to hospitalization or time spent in an emergency shelter; administrative delays in obtaining third-party records; danger of further violence; and the need of the victim to address health or safety issues.

Failure to provide documentation within 14 business days after receipt of the written request for that documentation or within the designated extension period may result in loss of protection under VAWA and result in an adverse action being taken against the individual.

3. Determining whether an adverse factor is a direct result of domestic violence, dating violence, sexual assault or stalking. A tenant who has informed BHA that they are a victim of domestic violence, dating violence, sexual assault, or stalking must provide enough information to BHA to allow it to make a determination regarding the adverse factor they are claiming was a direct result of domestic violence, dating violence, sexual assault, or stalking.

If BHA believes any information from a tenant is not clear, it will speak to the victim and try to clarify the information. After BHA has received the information from the tenant or applicant, and if necessary, clarified this information with the tenant or applicant, BHA will make an objectively reasonable determination, based on all the circumstances, whether the adverse factor is a direct result of the fact that the applicant or tenant/participant is a victim of domestic violence, dating violence, sexual assault, or stalking.

4. Managing conflicting documentation. In cases where BHA receives documentation that contains conflicting information, BHA may require an applicant or tenant to submit third-party documentation described above, within 30 calendar days of the date of the request for the third-party documentation. If an applicant or tenant responds with third-party documentation that meets the required criteria and supports the applicant's or tenant's request, BHA is prohibited from requiring further documentation. However, if an applicant or tenant does not submit third-party documentation within the required time period or submits documentation that does not meet the required criteria, BHA may not accept the applicant's or tenant's assertion of victim status for purposes of VAWA protections.
5. Documentation that conflicts with BHA's information. BHA is prohibited from conducting further fact finding for the purpose of trying to verify the "validity" of an applicant or tenant's status as victim for purposes of VAWA. However, if BHA already has or regularly receives reliable information that conflicts with the submitted documentation, BHA may require third-party documentation status, based on the

information outside of the submitted documentation. If the applicant or tenant subsequently does not submit third-party documentation, or only submits third-party documentation that contains conflicting information, BHA may deny VAWA protections.

6. Denial. BHA's denial of VAWA protection is subject to its grievance procedure.

21.4 Lease Bifurcation

BHA may bifurcate a lease in order to evict, remove, or terminate assistance to any person who is a tenant or a lawful occupant under a lease when such person engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual. BHA may take such action without regard to whether the household member is a signatory to the lease and without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such violence who is also a tenant or lawful occupant. Eviction, removal, termination of occupancy rights, or termination of assistance will be undertaken in accordance with the procedures prescribed by federal, state, and local law.

If BHA bifurcates a tenant's lease and evicts a person who engaged in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking and the person who was evicted was the eligible tenant, BHA will provide the remaining tenant(s) who were not already eligible a period of thirty (30) calendar days from the date of bifurcation of the lease to:

1. Establish eligibility for the same covered housing program under which the evicted or terminated tenant was the recipient of assistance at the time of bifurcation of the lease;
2. Establish eligibility under another covered housing program; or
3. Find alternative housing.

If, after this 30-day period has expired, the remaining tenant(s) have not completed one of the foregoing options, BHA will be required to terminate assistance or evict the remaining tenant(s).

21.5 Emergency Transfer Plans

BHA allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant's current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation. The ability of BHA to honor such request for tenants currently receiving assistance, however, may depend

upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether it has another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy.

1. Eligibility for Emergency Transfers. A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking is eligible for an emergency transfer, if: the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit. If the tenant is a victim of sexual assault, the tenant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer.

A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in the Emergency Transfer Plan, which BHA has adopted and which may be amended from time-to-time.

Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements.

2. Emergency Transfer Request Documentation. To request an emergency transfer, the tenant shall notify BHA's management office and submit a written request for a transfer. BHA will provide reasonable accommodations to this policy for individuals with disabilities. The tenant's written request for an emergency transfer should include either:
 - a. A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under BHA's program; or
 - b. A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant's request for an emergency transfer.
3. Emergency Transfer Timing and Availability. BHA cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. BHA will, however, act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. BHA may be

unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.

If it has no safe and available units for which a tenant who needs an emergency transfer is eligible, BHA will assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move. In this instance, BHA may decide to offer the tenant a Voucher, including an Emergency Housing Voucher (“EHV”) in accordance Notice PIH 2021-15, if available. If an EHV is not available at the time, BHA may place tenant on a waiting list for an EHV.

At the tenant’s request, BHA will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking.

21.6 Confidentiality

All information provided under VAWA including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking, shall be retained in confidence.

Employees of BHA will not have access to the information unless explicitly authorized by BHA for reasons that specifically call for these individuals to have access to such information under applicable federal, state, or local law.

In addition, BHA will not enter this information into any shared database or disclose this information to any other entity or individual except to the extent that the disclosure is:

1. Requested or consented to by the individual in writing;
2. Required for use in an eviction proceeding; or
3. Otherwise required by applicable law.

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

21.7 Definitions

Actual and imminent threat 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.

Affiliated individual, with respect to an individual, means:

- a. 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
- b. Any individual, tenant, or lawful occupant living in the household of that individual.

Bifurcate means to divide a lease as a matter of law, subject to the permissibility of such process under the requirements of the applicable HUD-covered program and State or local law, such that certain tenants or lawful occupants can be evicted or removed and the remaining tenants or lawful occupants can continue to reside in the unit under the same lease requirements or as may be revised depending upon the eligibility for continued occupancy of the remaining tenants and lawful occupants.

Covered housing provider refers to the individual or entity under a covered housing program, and as defined by each program in its regulations, that has responsibility for the administration and/or oversight of VAWA protections and includes PHAs, sponsors, owners, mortgagors, managers, State and local governments or agencies thereof, nonprofit or for-profit organizations or entities.

Dating violence means violence committed by a person:

- a. Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
- b. Where the existence of such a relationship shall be determined based on a consideration of the following factors:
 1. The length of the relationship;
 2. The type of relationship; and
 3. The frequency of interaction between the persons involved in the relationship.

Domestic violence includes felony or misdemeanor crimes of violence committed by:

- a. a current or former spouse or intimate partner of the victim,
- b. by a person with whom the victim shares a child in common,
- c. by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner,
- d. 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
- e. 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.

The term “**spouse or intimate partner of the victim**” 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.

Sexual assault means any nonconsensual sexual act proscribed by Federal, Tribal, or State law, including when the victim lacks capacity to consent.

Stalking means engaging in a course of conduct directed at a specific person that would cause a reasonable person to:

- (1) Fear for the person’s individual safety or the safety of others; or
- (2) Suffer substantial emotional distress.

22.0 SUPPORT FOR OUR ARMED FORCES

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

1. If a family finds it necessary for another adult to temporarily move into a unit solely to serve as a temporary guardian for children residing in the unit, the income received by the temporary guardian will not be counted in determining family income.
2. Although typically a criminal background check is required before anyone can move into a public housing unit, this requirement will be waived for a temporary guardian. Instead, the background check will occur after the person moves in. If the results of the check dictate that the person is ineligible for public housing, the family shall be given a reasonable time to find a replacement temporary guardian.
3. Recognizing that activation in the Reserves or National Guard can be very disruptive to a family's income, BHA will expeditiously re-evaluate a resident's rent if requested to do so and will exercise reasonable restraint if the activated resident has trouble paying their rent.
4. Typically, a unit cannot be held by a family that is not residing in it as their primary residence. If all members of a military family are temporarily absent from the unit because a member of the family has been called to active duty, the family can retain control of the unit by paying the required rent and returning to the unit within 30 calendar days of the conclusion of the active duty service.

23.0 ANTI-FRAUD POLICY

BHA is fully committed to combating fraud in its public housing program. It defines fraud as a single act or pattern of actions that include false statements, the omission of information, or the concealment of a substantive fact made with the intention of deceiving or misleading BHA. It results in the inappropriate expenditure of public housing funds and/or a violation of public housing requirements.

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

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

1. Require the resident to immediately repay the amount in question;
2. Require the resident to enter into a satisfactory repayment agreement as set forth in this ACOP;

3. Terminate the family's tenancy;
4. Refer the case for criminal prosecution; or
5. Take such other action as BHA deems appropriate under the circumstances.

GLOSSARY

50058 Form: The HUD form that housing authorities are required to complete and electronically submit to HUD for each assisted household in public housing to record information used in the certification and re-certification process and, at the option of the housing authority, for interim reexaminations. Housing Authorities must retain at a minimum the last three years of the form 50058, and supporting documentation, during the term of each assisted lease, and for a period of at least three years from the end of participation date. Electronic retention of form HUD 50058 and HUD 50058-FSS and supporting documentation fulfills the record retention requirement.

1937 Housing Act: The United States Housing Act of 1937 (42 U.S.C. 1437 et seq.) (24 CFR 5.100)

Adjusted Annual Income: The amount of household income, after deductions for specified allowances, on which tenant rent is based. (24 CFR 5.611)

Adult: A household member who is 18 years or older or who is the head of the household, or spouse, or co-head.

Allowances: Amounts deducted from the household's annual income in determining adjusted annual income (the income amount used in the rent calculation). Allowances are given for elderly families, dependents, medical expenses for elderly families, disability expenses, and child care expenses for children under 13 years of age. Other allowance can be given at the discretion of the housing authority.

Annual Contributions Contract (ACC): The written contract between HUD and a housing authority under which HUD agrees to provide funding for a program under the 1937 Act, and the housing authority agrees to comply with HUD requirements for the program. (24 CFR 5.403)

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

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

Annual Income also includes amounts derived (during the 12-month period) from assets to which any member of the family has access. (1937 Housing Act; 24 CFR 5.609)

Applicant (applicant family): A person or family that has applied for admission to a program but is not yet a participant in the program. (24 CFR 5.403)

As-Paid States: States where the welfare agency adjusts the shelter and utility component of the welfare grant in accordance with actual housing costs. Currently, the four as-paid States are New Hampshire, New York, Oregon, and Vermont.

Assets: The value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles are not counted as assets. (Also see "net family assets.")

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

Assistance applicant: A family or individual that seeks admission to the public housing program.

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

Ceiling Rent: Maximum rent allowed for some units in public housing projects.

Certification: The examination of a household's income, expenses, and family composition to determine the family's eligibility for program participation and to calculate the family's share of rent.

Child: For purposes of citizenship regulations, a member of the family other than the family head or spouse who is under 18 years of age. (24 CFR 5.504(b))

Child Care Expenses: Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for 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. (24 CFR 5.603(d))

Citizen: A citizen or national of the United States. (24 CFR 5.504(b))

Community service: The performance of voluntary work or duties that are a public benefit and that serve to improve the quality of life, enhance resident self-sufficiency, or increase resident self-responsibility in the community. Community service is not employment and may not include political activities.

Consent Form: Any consent form approved by HUD to be signed by assistance applicants and participants for the purpose of obtaining income information from employers and SWICAs, return information from the Social Security Administration, and return information for unearned income from the Internal Revenue Service. The consent forms may authorize the collection of other information from assistance applicants or participant to determine eligibility or level of benefits. (24 CFR 5.214)

Covered Families: Families who receive welfare assistance or other public assistance benefits ("welfare benefits") from a State or other public agency ("welfare agency") under a program for which Federal, State, or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for such assistance.

CSSR: Community Service and Self-Sufficiency Requirement, 24 CFR Subpart F, 960.600 through 960.609.

Dating Violence: Violence committed by a person: (A) who is or has been in a social relationship of a romantic or intimate nature with the victim; and (B) where the existence of such a relationship shall be determined based on a consideration of the following factors: (i) the length of the relationship; (ii) the type of relationship; and (iii) the frequency of interaction between the persons involved in the relationship.

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

Department: The Department of Housing and Urban Development. (24 CFR 5.100)

Dependent: A member of the family (except foster children and foster adults), other than the family head or spouse, who is under 18 years of age or is a person with a disability or is a full-time student. (24 CFR 5.603(d))

Dependent Allowance: An amount, equal to \$480 multiplied by the number of dependents, that is deducted from the household's annual income in determining adjusted annual income.

Disability Assistance Expenses: Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source. (24 CFR 5.603(d))

Disability Assistance Expense Allowance: In determining adjusted annual income, the amount of disability assistance expenses deducted from annual income for families with a disabled household member.

Disabled Family: A family whose head (including co-head), spouse, or sole member is a person with disabilities; two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides. (24 CFR 5.403(b)) (Also see "person with disabilities.")

Disabled Person: See "person with disabilities."

Displaced Family: A family in which each member, or whose sole member, is a person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws. (24 CFR 5.403(b))

Displaced Person: A person displaced by governmental action or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws. *[1937 Act]*

Domestic Violence: Includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim share a child in common, by a person who is cohabitated with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that persons acts under the domestic or family violence laws of the jurisdiction.

Drug: a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).

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

Economic self-sufficiency program: Any program designed to encourage, assist, train or facilitate the economic independence of HUD-assisted families or to provide work for such families. These programs include programs for job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, and any program necessary to ready a participant for work (including a substance abuse or mental health treatment program), or other work activities.

Elderly Family: A family whose head (including co-head), spouse, or sole member is a person who is at least 62 years of age; two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides. (24 CFR 5.403)

Elderly Family Allowance: For elderly families, an allowance of \$400 is deducted from the household's annual income in determining adjusted annual income.

Elderly Person: A person who is at least 62 years of age. (1937 Housing Act)

Extremely low-income families: Those families whose incomes do not exceed 30% of the median income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 30% of the median income for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

Fair Housing Act: Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.). (24 CFR 5.100)

Family includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:

1. A single person, who may be an elderly person, displaced person, disabled person, near-elderly person, or any other single person; or
2. A group of persons residing together, and such group includes, but is not limited to:

- A. A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family);
- B. An elderly family;
- C. A near-elderly family;
- D. A disabled family;
- E. A displaced family;
- F. The remaining member of a tenant family; and
- G. A single person who is not an elderly or displaced person, a person with disabilities, or the remaining member of a tenant family. (24 CFR 5.403)

Family Members: All members of the household other than live-in aides, foster children, and foster adults. All family members permanently reside in the unit, though they may be temporarily absent. All family members are listed on the lease.

Family Self-Sufficiency Program (FSS Program): The program established by a housing authority to promote self-sufficiency among participating families, including the coordination of supportive services. (24 CFR 984.103(b))

Flat Rent: A rent amount the family may choose to pay in lieu of having their rent determined under the income method. The flat rent is established by the housing authority set at the lesser of the market value for the unit or the cost to operate the unit. Families selecting the flat rent option have their income evaluated once every three years, rather than annually.

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

Gender Identity: Actual or perceived gender-related characteristics.

Good cause: Good or sufficient reason(s) for taking or refusing to take a certain action. The determination of good cause shall rest with BHA, in its sole discretion.

Head of Household: The adult member of the family who is the head of the household for purposes of determining income eligibility and rent. (24 CFR 5.504(b))

Household Members: All members of the household including members of the family, live-in aides, foster children, and foster adults. All household members are listed on the lease, and no one other than household members are listed on the lease.

Housing Assistance Plan: A housing plan that is submitted by a unit of general local government and approved by HUD as being acceptable under the standards of 24 CFR 570.

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

Imputed Income: For households with net family assets of more than \$5,000, the amount calculated by multiplying net family assets by a HUD-specified percentage. If imputed income is more than actual income from assets, the imputed amount is used as income from assets in determining annual income.

Imputed welfare income: The amount of annual income not actually received by a family, as a result of a specified welfare benefit reduction, that is nonetheless included in the family's annual income for purposes of determining rent.

In-Kind Payments: Contributions other than cash made to the family or to a family member in exchange for services provided or for the general support of the family (e.g., groceries provided on a weekly basis, baby-sitting provided on a regular basis).

Income Method: A means of calculating a family's rent based on 10% of their monthly income, 30% of their adjusted monthly income, the welfare rent, or the minimum rent. Under the income method, rents may be capped by a ceiling rent. Under this method, the family's income is evaluated at least annually.

Interim (examination): A reexamination of a family income, expenses, and household composition conducted between the regular annual recertifications when a change in a household's circumstances warrants such a reexamination.

Live-In Aide: A person who resides with one or more elderly persons, near-elderly persons, or persons with disabilities and who:

- A. Is determined to be essential to the care and well-being of the persons;
- B. Is not obligated for the support of the persons; and

- C. Would not be living in the unit except to provide the necessary supportive services. (24 CFR 5.403(b))

Low-Income Families: Those families whose incomes do not exceed 80% of the median income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 80% of the median for the area on the basis of HUD's findings that such variations are necessary because of unusually high or low family incomes.

Medical Expenses: Medical expenses (of all family members of an elderly or disabled family), including medical insurance premiums, that are anticipated during the period for which annual income is computed and that are not covered by insurance. (24 CFR 5.603(d)). These expenses include, but are not limited to, prescription and non-prescription drugs, costs for doctors, dentists, therapists, medical facilities, care for a service animals, transportation for medical purposes.

Mixed Family: A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status. (24 CFR 5.504(b))

Mixed population development: A public housing development, or portion of a development, that was reserved for elderly and disabled families at its inception (and has retained that character). If the development was not so reserved at its inception, the PHA has obtained HUD approval to give preference in tenant selection for all units in the development (or portion of development) to elderly families and disabled families. These developments were formerly known as elderly projects.

Monthly Adjusted Income: One twelfth of adjusted income. (24 CFR 5.603(d))

Monthly Income: One twelfth of annual income. (24 CFR 5.603(d))

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. (24 CFR 5.504(b))

Near-Elderly Family: A family whose head (including co-head), spouse, or sole member is a person who is at least 50 years of age but below the age of 62; two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides. (24 CFR 5.403(b))

Net Family Assets:

- A. Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.
- B. In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income.
- C. In determining net family assets, housing authorities or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefor. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms. (24 CFR 5.603(d))

Non-Citizen: A person who is neither a citizen nor national of the United States. (24 CFR 5.504(b))

Occupancy Standards: The standards that a housing authority establishes for determining the appropriate number of bedrooms needed to house families of different sizes or composition.

Participant: A family or individual that is assisted by the public housing program.

Person with Disabilities: A person who:

- A. Has a disability as defined in 42 U.S.C. 423:
- B. Is determined, pursuant to HUD regulations , to have a physical, mental, or emotional impairment that:
 - 1. Is expected to be of long-continued and indefinite duration;
 - 2. Substantially impedes his or her ability to live independently; and

3. Is of such a nature that the ability to live independently could be improved by more suitable housing conditions; or

- C. Has a developmental disability as defined in 42 U.S.C. 6001 :

This definition does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome.

For purposes of qualifying for low-income housing, it does not include a person whose disability is based solely on any drug or alcohol dependence.

Previously unemployed: This includes a person who has earned, in the 12 months previous to employment, no more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage.

Processing Entity: The person or entity that is responsible for making eligibility and related determinations and an income reexamination. In the Section 8 and public housing programs, the processing entity is the responsibility entity.

Proration of Assistance: The reduction in a family's housing assistance payment to reflect the proportion of family members in a mixed family who are eligible for assistance. (24 CFR 5.520)

Public Housing: Housing assisted under the 1937 Act, other than under Section 8. Public housing includes dwelling units in a mixed-finance project that are assisted by a PHA with capital or operating funds.

Public Housing Agency (PHA): Any State, county, municipality, or other governmental entity or public body (or agency or instrumentality thereof) which is authorized to engage in or assist in the development or operation of low-income housing under the 1937 Housing Act. (24 CFR 5.100)

Recertification: The annual reexamination of a family's income, expenses, and composition to determine the family's rent.

Remaining Member of a Tenant Family: A member of the family listed on the lease who continues to live in the public housing dwelling after all other family members have left.

Responsible Entity:

- A. For the public housing program, the Section 8 tenant-based assistance program (24 CFR 982), and the Section 8 project-based certificate or voucher program (24 CFR 983), and the Section 8 moderate rehabilitation program (24 CFR 882), responsible entity means the PHA administering the program under an ACC with HUD;
- B. For all other Section 8 programs, responsible entity means the Section 8 project owner.

Self-Declaration: A type of verification statement by the tenant as to the amount and source of income, expenses, or family composition. Self-declaration is acceptable verification only when third-party verification or documentation cannot be obtained.

Sexual Orientation: Homosexuality, heterosexuality, or bisexuality.

Sexual Assault:

Shelter Allowance: That portion of a welfare benefit (e.g., TANF) that the welfare agency designates to be used for rent and utilities.

Single Person: Someone living alone or intending to live alone who does not qualify as an elderly family, a person with disabilities, a displaced person, or the remaining member of a tenant family. (Public Housing: Handbook 7465.1 REV-2, 3-5)

Specified Welfare Benefit Reduction:

- A. A reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare agency, because of fraud by a family member in connection with the welfare program; or because of welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.
- B. "Specified welfare benefit reduction" does not include a reduction or termination of welfare benefits by the welfare agency:
 - 1. at the expiration of a lifetime or other time limit on the payment of welfare benefits;
 - 2. because a family member is not able to obtain employment, even though the family member has complied with welfare agency economic self-sufficiency or work activities requirements; or

3. because a family member has not complied with other welfare agency requirements.

Stalking: to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate; or to place under surveillance with the intent to kill, injure, harass, or intimidate another person; and in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (i) that person; (ii) a member of the immediate family of that person; or (iii) the spouse or intimate partner of that person.

State Wage Information Collection Agency (SWICA): The State agency receiving quarterly wage reports from employers in the State or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information. (24 CFR 5.214)

Temporary Assistance to Needy Families (TANF): The program that replaced the Assistance to Families with Dependent Children (AFDC) that provides financial assistance to needy families who meet program eligibility criteria. Benefits are limited to a specified time period.

Tenant: The person or family renting or occupying an assisted dwelling unit. (24 CFR 5.504(b))

Tenant Rent: The amount payable monthly by the family as rent to the housing authority. Where all utilities (except telephone) and other essential housing services are supplied by the housing authority or owner, tenant rent equals total tenant payment. Where some or all utilities (except telephone) and other essential housing services are supplied by the housing authority and the cost thereof is not included in the amount paid as rent, tenant rent equals total tenant payment less the utility allowance. (24 CFR 5.603(d))

Third-Party (verification): Written or oral confirmation of a family's income, expenses, or household composition provided by a source outside the household.

Total Tenant Payment (TTP):

- A. Total tenant payment for families whose initial lease is effective on or after August 1, 1982:
 1. Total tenant payment is the amount calculated under Section 3(a)(1) of the 1937 Act which is the higher of :

- a. 30% of the family's monthly adjusted income;
- b. 10% of the family's monthly income; or
- c. If the family is receiving payments for welfare assistance from a public agency and a part of such payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of such payments which is so designated.

If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under section 3(a)(1) shall be the amount resulting from one application of the percentage.

- 2. Total tenant payment for families residing in public housing does not include charges for excess utility consumption or other miscellaneous charges.

- B. Total tenant payment for families residing in public housing whose initial lease was effective before August 1, 1982: Paragraphs (b) and (c) of 24 CFR 913.107, as it existed immediately before November 18, 1996), will continue to govern the total tenant payment of families, under a public housing program, whose initial lease was effective before August 1, 1982.

Utility Allowance: If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made by a housing authority 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. (24 CFR 5.603)

Utility Reimbursement: The amount, if any, by which the utility allowance for the unit, if applicable, exceeds the total tenant payment for the family occupying the unit. (24 CFR 5.603)

VAWA: The Violence Against Women and Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162, approved August 28, 2006), as amended by the U.S. Housing Act of 1937 (42 U.S.C. 1437d and 42 U.S. 1437f).

Very Low-Income Families: Families whose incomes do not exceed 50% of the median family income for the area, as determined by HUD with adjustments for smaller and larger families,

except that HUD may establish income ceilings higher or lower than 50% of the median for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

Welfare Assistance: Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, State or local governments (including assistance provided under the Temporary Assistance for Needy Families (TANF) program, as that term is defined under the implementing regulations issued by the Department of Health and Human Services at 45 CFR 260.31).

45 CFR 260.31 defines the term “assistance” to include cash, payments, vouchers, and other forms of benefits designed to meet a family's ongoing basic needs (i.e., for food, clothing, shelter, utilities, household goods, personal care items, and general incidental expenses).

It includes such benefits even when they are:

- A. Provided in the form of payments by a TANF agency, or other agency on its behalf, to individual recipients; and
- B. Conditioned on participation in work experience or community service (or any other work activity under 45 CFR 261.30).

Except where excluded later in this definition, it also includes supportive services such as transportation and childcare provided to families who are not employed.

The term “assistance” excludes:

- A. Non-recurrent, short-term benefits that:
 - 1. Are designed to deal with a specific crisis situation or episode of need;
 - 2. Are not intended to meet recurrent or ongoing needs; and
 - 3. Will not extend beyond four months.
- B. Work subsidies (i.e., payments to employers or third parties to help cover the costs of employee wages, benefits, supervision, and training);
- C. Supportive services such as child care and transportation provided to families who are employed;

- D. Refundable earned income tax credits;
- E. Contributions to, and distributions from, Individual Development Accounts;
- F. Services such as counseling, case management, peer support, childcare information and referral, transitional services, job retention, job advancement, and other employment-related services that do not provide basic income support; and
- G. Transportation benefits provided under a Job Access or Reverse Commute project, pursuant to section 404(k) of the Act, to an individual who is not otherwise receiving assistance.

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

Acronyms

ACC	Annual Contributions Contract
CFR	Code of Federal Regulations
FSS	Family Self Sufficiency (program)
HCDA	Housing and Community Development Act
HQS	Housing Quality Standards
HUD	Department of Housing and Urban Development
INS	(U.S.) Immigration and Naturalization Service
NAHA	(Cranston-Gonzalez) National Affordable Housing Act
NOFA	Notice of Funding Availability
OMB	(U.S.) Office of Management and Budget

PHA Public Housing Agency

QHWRA Quality Housing and Work Responsibility Act of 1998

SSA Social Security Administration

TTP Total Tenant Payment

Changes to 2023 Housing Choice Voucher Administrative Plan

12.2 Preferences

BHA will select families for participation based on residency and the date and time of the application.

BHA will not exclude or penalize a family in admission to the program solely because the family resides in public housing. When an applicant is currently in an apartment-based subsidized unit such as Public Housing or Mod Rehab, when they become eligible for the HCV program, they will be offered assistance at the end of their lease obligation.

Families may be eligible for the following local preference that has been adopted by BHA pursuant to 24 C.F.R. § 982.207: single persons who are age 62 or older. In addition and notwithstanding the foregoing, as housing vouchers become available through turnover, every sixth (6th) voucher will be made available to a single person who is chronically homeless.

12.4 Selection from the Waiting List

The date and time of application and ~~residency preference~~ any preference adopted by BHA will be utilized to determine the sequence within the above-prescribed preferences.

Notwithstanding the above, and if necessary to meet the statutory requirement that 75% of newly admitted families in any fiscal year be families who are extremely low-income, (unless a different target is agreed to by HUD) the BHA retains the right to skip higher income families on the waiting to reach extremely low-income families. This measure will only be taken if it appears the goal will not otherwise be met. To ensure this goal is met, BHA will monitor incomes of newly admitted families and the income of the families on the waiting list.

HOUSING CHOICE VOUCHER PROGRAM ADMINISTRATIVE PLAN

HOUSING AUTHORITY OF THE CITY OF BANGOR

Effective January 1, 2023

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ADMINISTRATIVE PLAN

The goal of the Housing Authority of the City of Bangor (BHA) is to provide decent, safe, and affordable rental housing to families eligible for the Housing Choice Voucher Program (HCV Program) and to promote self-sufficiency and economic independence for its participants.

The purpose of this Administrative Plan is to establish guidelines for BHA to follow in determining eligibility for the HCV Program. This Administrative Plan is drafted pursuant to the requirements of The Department of Housing and Urban Development (HUD), and other state and federal law. At times, the Administrative Plan reflects areas where BHA has exercised its discretion. The policies and procedures included in the Administrative Plan apply to applicants, residents, and BHA.

In the event of a conflict with applicable law or changes thereto, the applicable law shall apply

1.0 CIVIL RIGHTS

BHA will fully comply with all applicable civil rights laws, including but not limited to Title VI of the Civil Rights Act of 1964; Title VII of the Civil Rights Act of 1968; Section 504 of the Rehabilitation Act of 1973; Title II of the Americans with Disability Act of 1990; the Maine Human Rights Act; and any other applicable federal, state, or local law or ordinances governing the full and fair treatment of all individuals.

BHA will not, on the basis of race or color, sex, actual or perceived sexual orientation (to include a person's actual or perceived gender identity or expression), physical or mental disability, religion, ancestry, national origin or familial status be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination in BHA's programs.

BHA will not inquire about a person's actual or perceived sexual orientation or gender identity. BHA may, however, inquire about a person's gender in order to determine the number of bedrooms a household may be eligible for under the occupancy standards and/or to accurately complete the Form HUD-50058.

BHA will provide information to its applicants and participants about discrimination and the recourse available if they believe they have been victims of discrimination. BHA will assist any family that believes they have suffered illegal discrimination by providing them with copies of the appropriate complaint forms. BHA will also assist them in completing the forms, if requested, and will provide them with the contact information of the Maine Human Rights Commission and the nearest HUD office of Fair Housing and Equal Opportunity.

2.0 REASONABLE ACCOMMODATION

BHA is committed to ensuring that its policies and procedures do not deny individuals with disabilities the opportunity to participate in, or benefit from, or otherwise discriminate against individuals with disabilities, on the basis of disability, in connection with the operations of BHA's programs, services and activities.

Therefore, BHA will make reasonable adjustments to its rules, policies, practices, or services when such accommodations may be necessary to afford a participant or applicant with a physical or mental disability the equal opportunity to use and enjoy a dwelling unit, including public and common use areas, unless doing so would result in a fundamental alteration in the nature of the program or an undue financial and administrative burden.

BHA will post a copy of its Reasonable Accommodation Policy (the "Policy") in its Administrative Office, located at 161 Davis Road, Bangor, Maine and on its website at <https://www.bangorhousing.org/>. In addition, individuals may obtain a copy of its Reasonable Accommodation Policy from BHA's Section 504 Coordinator.

2.1 Authority

BHA's Policy is based on the following federal and state civil rights laws and regulations: Section 504 of the Rehabilitation Act of 1973 ("Section 504"); Title II of the Americans with Disabilities Act of 1990 ("ADA"); the Fair Housing Act of 1968, as amended ("Fair Housing Act"); the Architectural Barriers Act of 1968; the respective implementing regulations for each Act; and the Maine Human Rights Act.

2.2 Monitoring

BHA's Section 504 Coordinator is responsible for monitoring its compliance with its Policy. Individuals who have questions about the Policy, including its interpretation or implementation, can contact BHA's Section 504 Coordinator:

**BHA of the City of Bangor
Section 504 Coordinator
161 Davis Road
Bangor, ME 04401
Tel: 942-6365
Fax: 942-6043**

2.3 Training

BHA's Section 504 Coordinator will ensure that appropriate BHA staff receive adequate training about the Policy and applicable Federal, state, and local requirements regarding reasonable accommodations.

2.4 Reasonable Accommodation

A person with a disability may request a reasonable accommodation at any time during the application process or participation in the HCV Program. BHA generally does not provide a reasonable accommodation without a request first having been made. A request does not need to be made in a particular manner or at a particular time. An eligible person does not need to personally make the request; it can be made by a family member or someone else acting on the person's behalf.

The decision to approve or deny a request for a reasonable accommodation is made on a case-by-case basis, taking all relevant considerations into account.

2.5 Disability

Under federal and state law, an individual is considered disabled if they have a physical or mental impairment that substantially limits one or more of their major life activities; has a record of such an impairment; is regarded as having such an impairment; or, under state law, requires special education, vocational rehabilitation or related services.

Physical or mental impairment can include practically any condition, disease, illness, disfigurement or disorder, regardless of severity, including but not limited to: absent, artificial or replacement limbs, hands, feet or vital organs; alcoholism; amyotrophic lateral sclerosis; bipolar disorder; blindness or abnormal vision loss; cancer; cerebral palsy; chronic obstructive pulmonary disease; Crohn's disease; cystic fibrosis; deafness or abnormal hearing loss; diabetes; substantial disfigurement; epilepsy; heart disease; HIV or AIDS; kidney or renal diseases; lupus; major depressive disorder; mastectomy; intellectual disability; multiple sclerosis; muscular dystrophy; paralysis; Parkinson's disease; pervasive developmental disorders; rheumatoid arthritis; schizophrenia; and acquired brain injury. Physical or mental impairment does not include psychoactive substance use disorders resulting from current illegal use of drugs.

2.6 Processing Requests

BHA provides a "Request for Reasonable Accommodation" ("Request Form") to all applicants, participants, and/or individuals who may want to request a reasonable accommodation. Persons

requesting an application will receive a Request Form and a Notice of Occupancy Rights under the Violence Against Women Act (“VAWA”).

Requests may, however, be submitted in writing, orally, or by any other equally effective means of communication. If needed as a reasonable accommodation, BHA will assist the individual in completing the Request Form. It may also be provided in an alternative format, upon request.

Within seven days of receipt of a request, BHA will forward the request to the Section 504 Coordinator.

Within fourteen calendar days of receipt of a request, BHA will respond, including whether additional information or documentation may be required. BHA will notify the individual, in writing, of the need for the additional information or documentation. The written notification will provide the individual with a reply date for submission of the outstanding information or documentation.

Additional information or documentation may also be required if, for example, the individual’s disability or need for the accommodation are not apparent or readily known to BHA, including but not limited to being documented in BHA’s files for the individual. If BHA requires verification of the individual’s disability and/or need for the accommodation, it will send a request for that verification to the person identified in the Request Form. BHA will send this verification within fourteen days of receipt of the request.

Within twenty-eight days of receipt of the request or receipt of all required supporting documentation (including verification of disability and/or need for the requested accommodation), whichever is later, BHA will provide written notification to the resident (or applicant) of its decision on the request. Verifications are discussed further below. Upon request, the written notification will be provided in an alternate format.

If additional information or documentation is required and BHA does not receive this information or if the information or documentation does not establish that the individual is disabled or needs the accommodation, the request will be denied. In denying the request, BHA will inform the individual of the reason(s) for the denial and the right to request a meeting and/or hearing pursuant to BHA’s Grievance Policy.

If BHA receives additional information or documentation but it believes that the request is not reasonable (i.e., it would impose an undue financial or administrative burden or it would fundamentally alter the nature of BHA’s programs), BHA will engage in an interactive process with the individual where they will discuss whether there is an alternative accommodation that would effectively address the individual’s disability-related needs that is reasonable. If the alternative accommodation would effectively meet the individual’s disability-related needs and is reasonable, BHA will grant it. If there is not such an alternative accommodation, however, BHA

may deny the request. In denying the request, BHA will inform the individual of the reason(s) for the denial and the right to request a meeting and/or hearing pursuant to BHA's Grievance Policy.

Denials of reasonable accommodation requests are discussed further below.

All requests that are approved will be implemented promptly.

2.7 *Verification*

BHA may request documentation of the need for a reasonable accommodation as identified on the Request Form. BHA may also need to verify the existence of a disability, to the extent necessary to ensure that the individual who made the request has a disability-based need for the requested accommodation.

BHA will not require individuals to disclose confidential medical records in order to verify disability. BHA also will not require specific details regarding the individual's disability or the nature or extent of the disability. BHA will only request documentation to confirm the disability-related need for the requested reasonable accommodation.

If BHA receives documentation that contains an individual's specific diagnosis, information regarding the individual's treatment, and/or information regarding the nature or severity of the individual's disability, BHA will immediately dispose of this confidential information and note in the individual's file that it received verification of disability, without reference to the specific diagnosis, the date received, and the name and address of the person/organization that provided the verification

The following may provide verification of a disability and the need for the requested accommodation(s):

1. Doctor;
2. Other health professional;
3. Peer support group;
4. Non-medical service agency; or
5. A reliable third party who is in a position to know about the disability.

2.8 *Denial of Reasonable Accommodation Request(s)*

Requested accommodations will not be approved if:

1. There is no disability;
2. There is no disability-related need for the accommodation;
3. Granting the requested accommodation would result in violation of state and/or federal law;
4. Granting the requested accommodation would cause:
 - a. A fundamental alteration in the nature of BHA's public housing program;
 - b. An undue financial burden on BHA; or
 - c. An undue administrative burden on BHA;

2.9 Right to Appeal/Grievance Policy

1. An HCV Program participant or applicant may file a complaint in accordance with BHA's Grievance Procedure following a determination by BHA.
2. If a resident or participant feels that they have been discriminated against, including that their reasonable accommodation request has been improperly denied, they can contact the Maine Human Rights Commission or the local HUD office, respectively, as follows:

**Maine Human Rights Commission
State House Station 51
Augusta, Maine 04333
(207) 624-6290**

**U.S. Department of Housing and Urban Development
Office of Fair Housing and Equal Opportunity
Thomas P. O'Neill, Jr. Federal Building
10 Causeway Street
Boston, MA 02222-1092
(617) 994-8300
(800) 827-5005
TTY: (800) 877-8339**

3.0 ACCESSIBLE DOCUMENTS

BHA will ensure that documents used by applicants and residents will be accessible for those with vision or hearing impairments and, unless otherwise prohibited, they may be translated into other languages. All documents will be written simply and clearly to enable applicants and residents with learning or cognitive disabilities to understand as much as possible.

BHA documents will be translated when there are sufficient numbers of applicants or residents speaking a language to warrant the expense.

In addition, BHA will endeavor to have bilingual staff or access to people who speak languages other than English.

Finally, BHA shall utilize multilingual “I speak” cards to the maximum degree possible.

4.0 OUTREACH

BHA will publicize the availability and nature of the HCV Program for extremely low-income, very low, and low-income families in a newspaper of general circulation and by other suitable means.

BHA will communicate the status of program availability to other service providers in the community and advise them of housing eligibility factors and guidelines so they can make proper referrals for the HCV Program.

BHA may also hold briefings for landlords who participate in or who are seeking information about the HCV Program. The briefing is intended to explain how the HCV Program works; benefits to landlords; landlords’ responsibilities; and to answer questions about the HCV Program.

5.0 RIGHT TO PRIVACY

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

Unless otherwise authorized by law, any request for applicant or participant information will not be released unless there is a signed release of information request from the applicant or participant.

6.0 REQUIRED POSTINGS

BHA will post, in a conspicuous place and at a height easily read by all persons including persons with mobility disabilities, the following information:

1. HCV Administrative Plan;
2. Notice of the status of the waiting list (continuously open since joining the Maine HCV Centralized Waiting list);
3. Address of all BHA offices, office hours, telephone numbers, and hours of operation;
4. Income Limits for Admission;
5. Grievance Procedure;
6. Fair Housing Poster;
7. Any current BHA notices;
8. Equal Opportunity in Employment Poster; and
9. BHA's SEMAP score and designation;

7.0 RESPONSIBILITIES AND OBLIGATIONS

This Section outlines the respective responsibilities and obligations of BHA, HCV Program owners/landlords, and participating families.

7.1 BHA Responsibilities

1. In administering the HCV Program, BHA will comply with the Consolidated Annual Contributions Contract between BHA and HUD, as it may be amended from time to time; HUD regulations and other requirements; applicable federal, state, and/or local law; and this Administrative Plan. HCV
2. In administering the HCV Program, BHA will:
 - a. Publish and disseminate information about the availability and nature of housing assistance under the HCV Program;

- b. Explain the HCV Program to owners and families;
- c. Seek expanded opportunities for assisted families to locate housing outside areas of poverty or racial concentration;
- d. Encourage owners to make units available for leasing in the HCV Program, including owners of suitable units located outside areas of poverty or racial concentration;
- e. Affirmatively further fair housing goals and comply with equal opportunity requirements;
- f. Make efforts to help people with disabilities find satisfactory housing;
- g. Receive applications from families, maintain the waiting list, select applicants, determine eligibility, issue a voucher to eligible families, and provide housing information to families selected;
- h. Determine who can live in the assisted unit at admission and during the family's participation in the HCV Program;
- i. Obtain and verify evidence of citizenship and eligible immigration status in accordance with 24 CFR part 5;
- j. Review the family's Request for Tenancy Approval and the owner/landlord lease, including the HUD-prescribed tenancy addendum;
- k. Inspect the unit before the assisted occupancy begins and at least bi-annually during the assisted tenancy;
- l. Determine the amount of the housing assistance payment for a family;
- m. Determine the maximum rent to the owner and whether the rent is reasonable;
- n. Make timely housing assistance payments to an owner in accordance with the HAP contract;
- o. Examine family income, size, and composition at admission and during the family's participation in the HCV Program, including verification of income and other family information;
- p. Establish and adjust BHA utility allowance;

- q. Administer and enforce the HAP contract with an owner, including taking appropriate action as determined by the BHA, if the owner defaults (e.g., HQS violation);
- r. Determine whether to terminate assistance to a participant family for violation of family obligations;
- s. Conduct informal reviews of certain BHA decisions concerning applicants for participation in the HCV Program;
- t. Conduct informal hearings on certain BHA decisions concerning participant families;
- u. Provide sound financial management of the program, including engaging an independent public accountant to conduct audits; and
- v. Administer an FSS program; and
- w. Inform applicants and participants of their rights under the Violence Against Women Act (“VAWA”) and notify owners/landlords of their obligations under VAWA.

7.2 *Owner Responsibility*

1. The owner is responsible for performing all of the owner’s obligations under the HAP contract and the lease.
2. The owner is responsible for:
 - a. 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. The fact that an applicant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking is not an appropriate basis for denial of tenancy if the applicant otherwise qualifies for tenancy.
 - b. Maintaining the unit in accordance with HQS, including performance of ordinary and extraordinary maintenance.
 - c. Complying with equal opportunity requirements.

- d. Preparing and furnishing to the BHA information required under the HAP contract.
- e. Collecting from the family:
 - i. Any security deposit.
 - ii. The tenant contribution (the part of rent to owner not covered by the housing assistance payment).
 - iii. Any charges for unit damage by the family.
- f. Enforcing tenant obligations under the lease.
- g. Paying for utilities and services (unless paid by the family under the lease).
- 3. For provisions on modifications to a dwelling unit occupied or to be occupied by a person with disabilities see 24 CFR 100.203.
- 4. The owner is responsible for notifying the BHA sixty (60) days prior to any rent increase.
- 5. The owner must give BHA a copy of any eviction notice served on the family, at or near the time that the owner serves the notice on the family.

7.3 *Participant Obligations*

This section states the obligations of a participant family under the HCV Program.

- 1. Supplying required information.
 - a. The family must supply any information that BHA or HUD determines is necessary in the administration of the HCV Program, including submission of required evidence of citizenship or eligible immigration status (as provided by 24 C.F.R. part 5). Information includes any requested certification, release, or other documentation.
 - b. The family must supply any information requested by BHA or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements.

- c. The family must disclose and verify Social Security Numbers (as provided by 24 C.F.R. part 5, subpart B) and must sign and submit consent forms for obtaining information in accordance with 24 C.F.R. part 5, subpart B.
 - d. Any information supplied by the family must be true and complete.
- 2. HQS breach caused by the family. The family is responsible for any HQS breach caused by the family or its guests.
- 3. Allowing BHA inspection. The family must allow BHA to inspect the unit at reasonable times and after reasonable notice.
- 4. Violation of lease. The family may not commit any serious or repeated violation of the lease. Under 24 C.F.R. 5.2005(c), an incident or incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking will not be considered as a serious or repeated lease violation by the victim, or threatened victim, of the domestic violence, dating violence, sexual assault, or stalking, or as good cause to terminate the tenancy, occupancy rights, or assistance of the victim.
- 5. Family notice of move or lease termination. The family must notify BHA and the owner before the family moves out of the unit, or terminates the lease on notice to the owner.
- 6. Use and occupancy of unit.
 - a. The family must use the assisted unit for a residence by the family. The unit must be the family's only residence.
 - b. BHA must approve the composition of the assisted family residing in the unit. The family must promptly inform BHA of the birth, adoption, or court-awarded custody of a child. The family must request approval from BHA to add any other family member as an occupant of the unit. No other person (i.e., nobody but members of the assisted family) may reside in the unit (except for a foster child or live-in aide as provided below).
 - c. The family must promptly notify the BHA if any family member no longer resides in the unit.
 - d. If BHA has given approval, a foster child or a live-in aide may reside in the unit. BHA has the discretion to adopt reasonable policies concerning residence by a foster child or a live-in aide, and defining when BHA 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.

7. Absence from the unit.

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

Absence means that no member of the family is residing in the unit. The family may be absent from the unit for up to 30 days. The family must request permission from BHA for absences exceeding 30 days. BHA will make a determination within 5 business days of the request. An authorized absence may not exceed 90 days. Any family absent for more than 30 days without authorization will be terminated from the program.

Authorized absences may include, but are not limited to:

- a. Prolonged hospitalization.
- b. Absences beyond the control of the family (i.e., death in the family, other family member illness).
- c. Other absences that are deemed necessary by the BHA.

If the reason for the absence is an extended period of hospitalization or nursing home care, the family may request in writing an extension of up to the maximum 180 days allowed by HUD.

If absence extends beyond 180 days, BHA will terminate the Housing Assistance Payment Contract with a thirty (30) day written notice to the landlord.

The tenant may request the Housing Assistance be kept available for no more than ninety (90) days beyond the Housing Assistance Payment termination.

8. Interest in the unit. The family may not own or have any interest in the unit (except for owners of manufactured housing renting the manufactured home space, lot rent for trailer or doublewide).
9. Fraud and other program violations. The members of the family must not commit fraud, bribery, or any other corrupt or criminal act in connection with the programs.
10. Crime by household members. The members of the household may not engage in drug or violent criminal activity, or other criminal activity that threatens the health, safety, or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises. Under 24 C.F.R. 5.2005(b)(2), criminal activity directly related to domestic violence, dating violence, sexual assault, or stalking, engaged in by a member of a tenant's household, or any guest or other person under the tenant's control, shall not cause for termination of tenancy, occupancy rights, or assistance of the victim, if the tenant or an affiliated individual of the tenant, as defined in 24 C.F.R. 5.2003, is the victim.
11. Other housing assistance. An assisted family, or members of the 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.

8.0 ELIGIBILITY FOR ADMISSION

8.1 Introduction

BHA must ensure that every individual, including any individual who is requested to join a family after the family has been admitted, and family admitted to the HCV Program meets all eligibility requirements. The eligibility requirements for a family are: (1) qualify as a family; (2) has an income within the HUD-specified income limits; (3) qualifies on the basis of citizenship or eligible immigration status; (4) provides Social Security Number for household members; and (5) signs required consent forms.

In addition to the eligibility criteria, families must also meet BHA screening criteria and attend a briefing in order to be admitted to the HCVHCV Program.

8.2 Eligibility Criteria

1. Family Status. An applicant must qualify as a family. A family includes the following, regardless of actual or perceived sexual orientation or gender identity, or marital status:

- a. A single person, who may be an elderly person, displaced person, disabled person, near-elderly person, or any other single person; or
- b. A group of persons residing together, and such group includes, but is not limited to:
 - i. A family with or without children.
 - a. A child who is temporarily away from the homes because of placement in foster care is considered a member of the family until a DHHS custody decision is reached, at which time eligibility will be re-evaluated.
 - b. Unborn children and children in the process of being adopted are considered family members for purposes of determining bedroom size, but are not considered family members for determining income limit.
 - c. When a child's primary residence is with a family, that family will be considered to be a family with children.
 - ii. An elderly family, which is a family whose head (including co-head), spouse, or sole member is a person who is at least 62 years of age. It may include 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;
 - iii. A near-elderly family, which is a family whose head (including co-head), spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62, living with one or more live-in aides;
 - iv. A disabled family, which is a family whose head (including co-head), spouse, or sole member is a person with a disability. It may include two or more persons with disabilities living together, or one or more persons with disabilities living with one or more live-in aides;
 - v. A displaced family, which is 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; and

- vi. The remaining member of a tenant family, which is the member of the family who remains in the unit when other members of the family have left the unit.

2. Income eligibility.

- a. To be eligible to receive assistance a family shall, at the time the family initially receives assistance under the HCVHCV Program shall be a family that is:

- i. An extremely low-income (30% of Area Median Income) or a very low-income family (50% of Area Median Income);
- ii. A low-income family continuously assisted under the 1937 Housing Act;

An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the voucher program. An applicant who has experienced a brief interruption between assistance under another 1937 Housing Act program and admission to the voucher program of six (6) months or less will be considered continuously assisted.

- iii. A low-income family that meets additional eligibility criteria specified by BHA;
- iv. A low-income family that is a non-purchasing tenant in a HOPE 1 or HOPE 2 project or a property subject to a resident homeownership program under 24 CFR 248.173;
- v. A low-income family or moderate-income family that is displaced as a result of the prepayment of the mortgage or voluntary termination of an insurance contract on eligible low-income housing;
- vi. A low-income family that qualifies for voucher assistance as a non-purchasing family residing in a HOPE 1 (HOPE for public housing homeownership) or HOPE 2 (HOPE for homeownership of multifamily units) project.

- b. Income limits apply only at admission and are not applicable for continued occupancy; however, as income rises the assistance will decrease.
 - i. The applicable income limit for issuance of a voucher is the highest income limit for the family size for areas BHA's jurisdiction. The applicable income limit for admission to the program is the income limit for the area in which the family is initially assisted in the program. The family may only use the voucher to rent a unit in an area where the family is income eligible at admission to the program.
 - ii. Families who are moving into BHA's jurisdiction under portability and have the status of applicant rather than of participant at their initial BHA, must meet the income limit for the area where they were initially assisted under the program.
 - iii. Families who are moving into BHA's jurisdiction under portability and are already program participants at their initial BHA do not have to meet the income eligibility requirement for BHA's program.
 - iv. Income limit restrictions do not apply to families transferring units within BHA's HCV Program.

3. Citizenship/Eligible Immigrant status

To be eligible each member of the family must be a citizen, national, or a non-citizen who has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980 (see 42 U.S.C. 1436a(a)).

- a. A family shall not be eligible for assistance unless every member of the family residing in the unit is determined to have eligible status, with the exception noted below.
- b. Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance. (See below for calculating rents under the non-citizen rule).
- c. A family without any eligible members and receiving assistance on June 19, 1995 may be eligible for temporary deferral of termination of assistance.

4. Social Security Number Documentation

- a. To be eligible, all household members must provide BHA with their complete and accurate Social Security Number (“SSN”), except for:
 - i. Those individuals who do not contend to have eligible immigration status;
 - ii. Individuals currently participating in the HCV Program who had not previously disclosed an SSN and who were at least 62 years old on January 31, 2010.
 - iii. This exemption applies to all future reexaminations, and continues if the individual moves to a new assisted unit or receives another form of housing assistance.
 - iv. Individuals participating in the HCV Program who have already provided a valid SSN prior to January 31, 2010.
- b. An individual’s SSN will be verified by the following documents:
 - i. An original SSN issued by the Social Security Administration (“SSA”);
 - ii. An original SSA document that contains the individual’s name and SSN;
 - iii. An original document issued by a federal, state, or local governmental agency that contains the individual’s name and SSN.
- c. The SSN for each household member must be disclosed when program eligibility is being determined. A family may not be admitted to the HCV Program until this requirement has been met.
 - i. If a child under six years old was added within the 6 months prior to voucher issuance, the applicant may become a participant so long as SSN documentation is provided within 90 calendar days of the effective date of the HAP contract. In the event that the participant fails to meet this deadline, BHA will grant a 90-day extension if it determines the failure was due to circumstances that could not reasonably have been foreseen.

- ii. When adding a new household member who is at least 6 years old or who is under 6 but already has an SSN, the SSN must be disclosed and documented at the time of the request or during processing of the interim reexamination. The new member cannot be added until this requirement is met.
- iii. When adding a new household member who is under the age of 6 and has not been assigned an SSN, the participant must disclose and verify the child's SSN within 90 days of the child's addition to the household. BHA will allow an additional 90 days if the failure to disclose and verify was outside the control of the participant or due to unforeseen circumstances. The child will be included as part of the household during this period.

5. Consent forms

- a. In order to be eligible each member of the family who is at least 18 years of age, and each family head and spouse regardless of age, shall sign one or more consent forms as required by BHA.
- b. The consent form must contain, at a minimum, the following:
 - i. A provision authorizing HUD and BHA to obtain from State Wage Information Collection Agencies (SWICAs) any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy;
 - ii. A provision authorizing HUD or BHA to verify with previous or current employer income information pertinent to the family's eligibility for or level of assistance;
 - iii. A provision authorizing HUD or BHA to request income information from the IRS and the SSA for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits; and
 - iv. A statement that the authorization to release the information requested by the consent form expires 15 months after the date the consent form is signed.
- c. BHA may require an applicant or participant to sign consent forms to verify other information relevant to the family's eligibility and/or level of assistance.

6. Eligibility of students enrolled in institutions of higher education

Assistance will not be provided to any individual who:

- i. Is enrolled as a student at an institution of higher education (as defined in Section 102 of the Higher Education Act of 1985, 20 U.S.C. § 1002);
- ii. Is under 24 years of age;
- iii. Is not a veteran;
- iv. Is unmarried;
- v. Does not have a dependent child;
- vi. Is not a person with a disability, as defined in 42 U.S.C. § 423 or 42 U.S.C. § 6001, was receiving HCV assistance as of November 30, 2005; and
- vii. Is not otherwise individually eligible, or has parents who, individually or jointly, are not eligible on the basis of income to receive assistance under the HCV Program.

9.0 SUITABILITY FOR TENANCY

BHA will check with the State sex offender registration program and will ban for life any individual who is registered for life as a sex offender. If on a State sex offender list for less than life, the denial shall be for the term of the listing on the sex offender list. BHA will utilize the US Department of Justice's Dru Sjodin National Sex Offender website as an additional resource. The Dru Sjodin National Sex Offender Database is an online, searchable database, hosted by the Department of Justice, which combines the data from individual state sex offender registries.

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

New admissions of medical marijuana users are prohibited (this does not include FDA-approved marijuana synthetics). HUD has determined that federal law preempts state law on this issue.

10.0 DENIAL

10.1 Grounds for Denial

Applicant families may be denied admission to the HCV Program for the following reasons, subject to the timeframes set forth below (if no timeframe is listed, the family would be denied admission for as long as the reason remains):

1. Does not meet any one or more of the eligibility criteria set forth in Section 8.2;
2. Does not supply information or documentation required by the application process;
3. Owes rent or other amounts to any BHA in connection with their public housing or Section 8 program.
4. Family contains a member for whom BHA has previously terminated assistance under the HCV Program.
5. Family contains a member who has not reimbursed BHA for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.
6. Family contains a member who has breached an agreement with BHA to pay amounts owed to a BHA or amounts paid to an owner by a BHA.
7. Family contains a member who violated any family obligations under previous participation in the HCV Program.
8. Fails to respond to a written request for information or a request to declare their continued interest in the program;
9. Fails to complete any aspect of the application or lease-up process;
10. Committed fraud, bribery or any other corruption in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from.
11. Family contains a member who is a user of marijuana, including medical marijuana.
12. Family contains a member who is subject to registration on a State sex offender list for a period less than life.

13. Family contains a member who is currently engaging in the illegal use of a controlled substance. For purposes of this section, a member is “currently engaging in” the criminal activity if the person has engaged in this behavior recently enough to justify a reasonable belief that the behavior is current.
14. Family contains a member who engaged in, or threatened, abusive or violent behavior towards any BHA employee or resident.
15. BHA has reasonable cause to believe that a household member’s illegal use or pattern of illegal use of a drug, or a household member’s abuse or pattern of abuse of alcohol, may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or BHA staff.
16. Family contains a member who was evicted from federally assisted housing within the past three (3) years because of drug-related criminal activity. The time limit issued on the date of such eviction, not the date the crime was committed. However, BHA may admit the household if it determines:
 - a. The evicted household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program approved by BHA; or
 - b. The circumstances leading to the eviction no longer exist (for example, the criminal household member is imprisoned or has died).
17. Family contains a member who has been evicted from federally assisted housing in the last three years.
18. Does not meet one or more of the suitability criteria set forth in this Admin Plan.
19. Family contains a member who is a fugitive felon, parole violator or person fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees.
20. **Denied for Life:** Family contains a member who has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing;
21. **Denied for Life:** Family contains a member who is subject to a lifetime registration requirement under a State sex offender registration program

22. Family contains a member who is currently engaged in, or has engaged in the following during the last **five (5)** years before the projected date of admission:

- a. Drug-related criminal activity;
- b. Violent criminal activity;
- c. Other criminal activity which may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity; or
- d. Other criminal activity which may threaten the health or safety of the owner, property management staff, or persons performing a contract administration function or responsibility on behalf of BHA (including a BHA employee or a BHA contractor, subcontractor or agent).

For purposes of this section, a household member is “currently engaged in” criminal activity if the person has engaged in the behavior recently enough to justify a reasonable belief that the behavior is current.

If BHA denies admission to the HCV Program on the basis of a criminal record, BHA will provide the person with the criminal record (i.e., the family member) and the applicant head of household with a copy of the criminal record and an opportunity to dispute the accuracy and relevance of that record, in the procedures for the Informal Review Process for Applicants. The applicant will have **ten (10)** calendar days to dispute the accuracy and relevance of the record in writing. If BHA does not receive the dispute within the allotted time, the applicant will be denied.

The fact that an applicant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking is not an appropriate basis for denial of program assistance or for denial of admission, if the applicant otherwise qualifies for assistance or admission. The Authority will require verification in all cases where an applicant claims protection against an action proposed to be taken by the Authority involving such individual. Types of acceptable verifications are outlined in the section discussing the Violence Against Women Act.

10.2 Notification of Negative Actions

Any applicant whose name is being removed from the waiting list will be notified by BHA, in writing, that they have seven days, from the date of the written correspondence, to request an informal review. The letter will also indicate that their name will be removed from the waiting list if they fail to respond within the timeframe specified. BHA's system of removing applicants' names from the waiting list will not violate the rights of persons with disabilities. If an applicant's

failure to respond to a request for information or updates was caused by the applicant's disability, BHA will provide a reasonable accommodation. If the applicant indicates that they did not respond due to a disability, BHA will verify that there is in fact a disability and that the accommodation they are requesting is necessary based on the disability. An example of a reasonable accommodation would be to reinstate the applicant on the waiting list based on the date and time of the original application.

10.3 Informal Review

If BHA determines that an applicant does not meet the criteria for receiving HCV assistance, BHA will promptly provide the applicant with written notice of the determination. The notice must contain a brief statement of the reason(s) for the decision, and state that the applicant may request an informal review of the decision within 7 business days of the notice. BHA will describe how to obtain the informal review. The informal review process is described in Section 22.0 of this Plan.

11.0 APPLICATIONS AND THE WAITING LIST

11.1 Applying for Assistance

Families wishing to apply to the HCV Program will be required to complete a pre-application for assistance. Pre-applications will be accepted from all applicants. Pre-applications and applications will be made available in an accessible format upon request from a person with a disability.

Families may obtain application forms from BHA's Administrative Office, located at **161 Davis Road, Bangor, Maine 04401** during regular business hours. Applications will be accepted at BHA's Administrative Office during regular business hours. Applicants can also apply online anytime at <http://affordablehousing.com>.

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

Upon receipt of the family's application, BHA will make a preliminary determination of eligibility. BHA will notify the family in writing of the date and time of placement on the waiting list. If BHA determines the family to be ineligible, the notice will state the reasons therefore and offer the family the opportunity of an informal review of this determination.

An applicant may at any time report changes in their applicant status including changes in family composition, income, or preference factors. This can be done on the website or with an applicant change form. BHA will annotate the applicant's file and will update their place on the waiting list.

The second phase is the final determination of eligibility, referred to as the full application. The full application takes place when the family is pulled from the waiting list. BHA will ensure that verification of all preferences, eligibility, suitability selection factors are current in order to determine the family's final eligibility for admission into the HCV Program.

The completed application will be dated and time stamped upon its return to BHA.

All applicants and/or families already on a waiting list will be provided with the option of having their names placed on any and all open waiting lists maintained by BHA. If BHA adds new programs, such as a project-based voucher program, BHA will notify existing participants and new applicants by utilizing the same means it would use in opening its waiting list under 24 CFR §982.206(a) such as by (1) advertising through local and minority newspapers and the internet; (2) local postings at BHA, post offices, libraries, and community centers; and (3) outreach to social service organizations that may serve the same clientele that will be occupying the PBV units. Please note that BHA will not notify each family on the tenant-based waiting list by individual notice.

Applicants will also be given the opportunity to update their HUD Form 92006 if applicable and if they so desire.

11.2 Opening and Closing the Waiting List

BHA has joined the Section 8 Maine Centralized HCV Waiting List, which is continuously open.

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

11.3 Organization of the Waiting List

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

1. The application will be maintained in a permanent file;

All applications will be maintained in order of date and time of application with a preference for residency.

2. Any contact between the BHA and the applicant will be documented in the applicant file.

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

11.4 Families Nearing the Top of the Waiting List

When a family's application is pulled from the waiting list, the family will be sent a letter requesting information and the verification process will begin. At this time, the family's waiting list preference will be verified. If the family no longer qualifies to be near the top of the list, the family's name will be returned to the appropriate spot on the waiting list. The BHA must notify the family in writing of this determination and give the family the opportunity for an informal review.

If a family comes to the top of the waiting list but has a lease obligation to project based assistance. Ex: Mod-Rehab or Public Housing. They will be offered a voucher at the end of their lease obligation.

Once the preference has been verified the family will complete a full application, present Social Security Number information, citizenship/eligible immigrant information, and sign the Consent for Release of Information forms. If a child under the age of six does not have a social security number, extensions can be granted beyond initial 90 days.

11.5 Missed Appointments

All applicants who fail to keep a scheduled appointment in accordance with the paragraph below will be sent a notice of denial.

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

11.6 Purging the Wait List

From time-to-time, applicant families may receive a letter sent to the most recently provided mailing address on the pre-application. The letter will request the applicant to respond to the mailing, either online or by mailing back the response letter, within a timeframe set forth in the letter. The letter will also indicate that failure to respond may result in the removal of the applicant's name from the Waiting List.

In the event that the applicant does not respond within the applicable timeframe, his/her name will be removed from the Waiting List. This purge of the Waiting list will be conducted according to the HUD policy.

11.7 Removal of applicant from the Central Wait List.

If the family does not respond to a letter sent by BHA to attend an eligibility determination appointment or to otherwise respond, their name will be removed from the waiting list. If an applicant requests to be removed from the wait list they will be removed and sent a letter of confirmation.

12.0 SELECTING FAMILIES FROM THE WAITING LIST

12.1 Waiting List Admissions

BHA may admit an applicant for participation in the HCV Program either as a special admission or as a waiting list admission.

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

12.2 Preferences

BHA will select families for participation based on residency and the date and time of the application.

BHA will not exclude or penalize a family in admission to the program solely because the family resides in public housing. When an applicant is currently in an apartment-based subsidized unit such as Public Housing or Mod Rehab, when they become eligible for the HCV program, they will be offered assistance at the end of their lease obligation.

Families may be eligible for the following local preference that has been adopted by BHA pursuant to 24 C.F.R. § 982.207: single persons who are age 62 or older. In addition and notwithstanding the foregoing, as housing vouchers become available through turnover, every sixth (6th) voucher will be made available to a single person who is chronically homeless.

12.3 Housing Federal Disaster Victims

In the case of a federally declared disaster, the BHA reserves the right for its Executive Director to suspend its preference system for whatever duration the Executive Director feels is appropriate

and to admit victims of the disaster to the program instead of those who would be normally admitted. Any other provisions of this policy can also be suspended during the emergency at the discretion of the Executive Director so long as the provision suspended does not violate a law. If regulatory waivers are necessary, they shall be promptly requested of the HUD Assistant Secretary for Public and Indian Housing.

12.4 Selection from the Waiting List

The date and time of application and any preference adopted by BHA will be utilized to determine the sequence within the above-prescribed preferences.

Notwithstanding the above, and if necessary to meet the statutory requirement that 75% of newly admitted families in any fiscal year be families who are extremely low-income, (unless a different target is agreed to by HUD) the BHA retains the right to skip higher income families on the waiting to reach extremely low-income families. This measure will only be taken if it appears the goal will not otherwise be met. To ensure this goal is met, BHA will monitor incomes of newly admitted families and the income of the families on the waiting list.

13.0 SUBSIDY STANDARDS

13.1 Bedroom Size

BHA will issue a voucher for a particular bedroom size – the bedroom size is a factor in determining the family’s level of assistance. The following guidelines will determine each family’s unit size without overcrowding or over-housing:

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

These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons. An additional two people can be allowed for a living space as defined by HQS standards. Two adults will share a bedroom unless related by blood.

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

Bedroom size will also be determined using the following guidelines:

1. Family with children of the same sex will be given an extra bedroom on the voucher if there more than a 5-year difference in age.
2. A family with children of opposite sex both under the age of 5, will not be given an additional bedroom on the voucher.
3. A family with adults and children will be given an extra bedroom on the voucher so they do not have to share a bedroom.
4. A family with foster adults or children will be given an extra bedroom on the voucher so foster adults and children do not have to share a bedroom with family members.
5. A family with a live-in aid will be given an extra bedroom so that the live-in aid can have their own bedroom.

The family unit size will be determined by the BHA in accordance with the above guidelines and will determine the maximum rent subsidy for the family; however, the family may select a unit that may be larger or smaller than the family unit size. If the family selects a smaller unit, the payment standard for the smaller size will be used to calculate the subsidy. If the family selects a larger size, the payment standard for the family unit size will determine the maximum subsidy.

13.2 Briefing

When BHA selects a family from the waiting list, the family will be invited to attend a briefing explaining how the program works. The briefing may either be in-person, over the phone, or over another electronic medium. In order to receive a voucher, the family will be required to attend the briefing. If they cannot attend the originally scheduled briefing, they may attend a later session. If the family fails to attend two briefings without good cause, they will be denied admission.

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

auxiliary aid, BHA will give primary consideration to the requests of the applicant. Families unable to attend a briefing due to a disability may request a reasonable accommodation such as having the briefing presented at an alternate location or on the phone.

The briefing will cover at least the following subjects:

3. A description of how the program works;
4. Responsibilities of the family and owner;
5. Where the family may rent a unit, including inside and outside BHA's jurisdiction;
6. Types of eligible housing;
7. For families qualified to lease a unit outside BHA's jurisdiction (portability), an explanation of how portability works;
8. An explanation of the advantages of living in an area that does not have a high concentration of poor families; and
9. An explanation that the family share of rent may not exceed 40% of the family's monthly adjusted income if the gross rent exceeds the applicable payment standard.

13.3 *Packet*

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

1. The term of the voucher and BHA's policy on extensions and suspensions of the term. The packet will include information on how to request an extension and forms for requesting extensions;
2. How BHA determines the housing assistance payment and total tenant payment for the family;
3. Information on the payment standard, exception payment standard rent areas, and the utility allowance schedule;
4. How BHA determines the maximum rent for an assisted unit;
5. Where the family may lease a unit. For families qualified to lease outside BHA's jurisdiction, the packet includes an explanation of how portability works;

6. The HUD-required tenancy addendum that provides the language that must be included in any assisted lease, and a sample contract;
7. The request for approval of the tenancy form and an explanation of how to request BHA approval of a unit;
8. A statement of BHA's policy on providing information to prospective owners. This policy requires applicants to sign disclosure statements allowing BHA to provide prospective owners with the family's current and prior addresses and the names and addresses of the landlords for those addresses. Upon request, BHA will also supply any factual information or third-party verification relating to the applicant's history as a tenant or their ability to comply with material standard lease terms or any history of drug trafficking, drug-related criminal activity or any violent criminal activity;
7. BHA's subsidy standards, including when BHA will consider granting exceptions to the standards;
8. HUD-required lead-based paint brochure;
9. Information on federal, state, and local equal opportunity laws; and a copy of the housing discrimination complaint form;
10. A list of landlords or other parties known to the BHA who may be willing to lease a unit to the family or help the family find a unit;
11. Notice that if the family includes a person with disabilities, the family may request a current list of accessible units known to the BHA that may be available;
12. The family's obligations under the program;
13. The grounds upon which BHA may terminate assistance because of the family's action or inaction;
14. BHA informal hearing procedures, including when BHA is required to provide the opportunity for an informal hearing, and information on how to request a hearing;
15. An explanation of rights afforded to Housing Choice Voucher participants under the Violence Against Women Act; Notice of Occupancy Rights under VAWA.

13.4 Issuance of Voucher; Request for Approval of Tenancy

BHA will issue only vouchers.

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

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

During the initial stage of qualifying the unit, BHA will provide the prospective owner with information regarding the program. Information will include BHA and owner responsibilities for screening and other essential program elements.

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

13.5 Term of the Voucher

The initial term of the voucher will be 60 days.

BHA may grant one or more extensions of the term, but the initial term plus any extensions will not exceed 120 calendar days from the initial date of issuance without an extraordinary reason. To obtain an extension, the family must make a request in writing 5 days prior to the expiration date. A statement of the efforts the family has made to find a unit must accompany the request. A sample extension request form and a form for recording their search efforts will be included in the family's briefing packet. If the family documents their efforts and additional time can reasonably be expected to result in success, BHA will grant the length of request sought by the family or 30 days, whichever is less. BHA will grant no more than two extensions.

If the family includes a person with disabilities and the family requires an extension due to the disability, BHA will grant an extension allowing the family the full 120 days search time. Additional extensions may be granted as reasonable accommodations.

Upon submittal of a completed request for approval of tenancy form, the BHA will suspend the term of the voucher. The term will be suspended until the date BHA provides notice that the request has been approved or denied. This policy allows families the full term (60 days--or more with extensions) to find a unit, not penalizing them for the period during which BHA is taking action on their request. A family may submit one request for tenancy at a time. The tenant will be given a new request for tenancy if the unit is denied by BHA, if the landlord will not allow an inspection or otherwise provides information in writing that it will not proceed, and if the tenant provides a written statement that they do not want to proceed with the current request for tenancy.

13.6 Approval to Lease a Unit

The BHA will approve a lease if all of the following conditions are met:

1. The unit is eligible;
2. The unit is inspected by BHA and passes HQS;
3. The lease is approvable and includes the following:
 - a. The names of the owner and the tenant;
 - b. The address of the unit rented;
 - c. The term of the lease (initial term and any provisions for renewal);
 - d. The amount of the monthly rent to owner;
 - e. A specification of what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the family; and
 - f. The required HUD tenancy addendum;
4. The rent to owner is reasonable;
5. The family's share of rent does not exceed 40% of their monthly adjusted income if the gross rent exceeds the applicable payment standard;
6. The owner has not been found to be debarred, suspended, or subject to a limited denial of participation by HUD or BHA; and
7. The family continues to meet all eligibility and screening criteria.

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

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

1. The unit passes BHA HQS inspection;
2. The family's share of rent does not exceed 40% of their monthly adjusted income if the gross rent exceeds the applicable payment standard;
3. The landlord and tenant sign the lease to include the HUD required addendum; and
4. BHA approves the leasing of the unit.

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

In no case will the contract be executed later than 60 days after the beginning of the lease term.

Any contract executed after the 60-day period will be void and BHA will not pay housing assistance to the owner.

13.7 Denial of Owner

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

1. The owner has violated any obligations under a HCV Housing Assistance Payments Contract;
2. The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program;
3. The owner has engaged in drug-related criminal activity or any violent criminal activity;
4. The owner has a history or practice of non-compliance with HQS for units leased under HCV or with applicable housing standards for units leased with project-based HCV assistance or leased under any other Federal housing program;

5. The owner has a history or practice of renting units that fail to meet State or local codes;
6. The owner has not paid State or local real estate taxes, fines, or assessments;
7. The owner refuses (or has a history of refusing) to evict families for drug-related or violent criminal activity, or for activity that threatens the health, safety or right of peaceful enjoyment of the:
 - a. Premises by tenants, BHA employees, or owner employees; or
 - b. Neighbors' residences;
8. If the owner is the parent, child, grandparent, grandchild, sister, or brother or any member of the family of an applicant seeking the initial use of a voucher, unless BHA determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities; or
9. There is any other conflict of interest under federal, state, or local law.

13.8 Ineligible/Eligible Housing

The following types of housing cannot be assisted under the HCV Program:

1. A public housing or Indian housing unit;
2. A unit receiving project-based assistance under a HCV Program;
3. Nursing homes, board and care homes, or facilities providing continual psychiatric, medical or nursing services;
4. College or other school dormitories;
5. Units on the grounds of penal, reformatory, medical, mental, and similar public or private institutions;
6. A unit occupied by its owner. This restriction does not apply to cooperatives or to assistance on behalf of a manufactured home owner leasing a manufactured home space; and
7. A unit receiving any duplicative Federal, State, or local housing subsidy. This does not prohibit renting a unit that has a reduced rent because of a tax credit.

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

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

The BHA will approve leases for the following housing types:

1. Single family dwellings
2. Apartments
3. Manufactured housing
4. Manufactured home space rentals

13.9 Security Deposit

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

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

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

If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may seek to collect the balance from the tenant.

14.0 MOVES WITH CONTINUED ASSISTANCE

Participating families are allowed to move to another unit after the initial 12 months has expired, if the landlord and the participant have mutually agreed to terminate the lease, or if BHA has terminated the HAP contract. The BHA will issue the family a new voucher if the family does not owe the BHA or any other BHA money, has not violated a Family Obligation, has not moved or been issued a voucher within the last 12 months, and if the BHA has sufficient funding for continued assistance. If the move is necessitated for a reason other than family choice, the 12-month requirement will be waived.

14.1 When a Family May Move

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

1. The assisted lease for the old unit has terminated;
2. The owner has given the tenant a notice to vacate, has commenced an action to evict the tenant, or has obtained a court judgment or other process allowing the owner to evict the tenant;
3. The tenant has given notice of lease termination (if the tenant has a right to terminate the lease on notice to the owner); or
4. The family or a member of the family is or has been the victim of domestic violence, dating violence, stalking or sexual assault, as provided in 24 CFR part 5, subpart L, and the move is needed to protect the health or safety of the family, family member, affiliated individual or intimate partner. BHA will not terminate assistance if the family, with or without prior notification to BHA, already moved out of a unit in violation of the lease, if such move occurred to protect the health or safety of a family member who is or has been the victim of domestic violence, dating violence, stalking or sexual assault and who reasonably believed he or she was imminently threatened by harm from further violence if he or she remained in the dwelling unit.

14.2 Procedures Regarding Family Moves

Families considering transferring to a new unit will be scheduled to attend a mover's briefing. All families who are moving, including any families moving into or out of the BHA's jurisdiction, will be required to attend a mover's briefing prior to the BHA entering a new HAP contract on their behalf. Unless there are extenuating circumstances only one move within a 12-month period will be allowed.

This briefing is intended to provide the following:

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

Families are required to give proper written notice of their intent to terminate the lease. In accordance with HUD regulations, no notice requirement may exceed 60 days. During the initial term, families may not end the lease unless they and the owner mutually agree to end the lease. If the family moves from the unit before the initial term of the lease ends without the owner's and the BHA's approval, it will be considered a serious lease violation and subject the family to termination from the program.

The family is required to give BHA a copy of the notice to terminate the lease at the same time as it gives the notice to the landlord. Upon receipt of this notice, BHA will verify that rental payments, and utility payments are current. A family's failure to provide a copy of the lease termination notice to the BHA will be considered a violation of Family Obligations and may cause the family to be terminated from the program.

A family who gives notice to terminate the lease must notify the landlord with a written thirty-day notice, and provide BHA a copy of said notice. BHA will then verify with the landlord receipt of the notice and tenant's current standing.

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

15.0 PORTABILITY

15.1 General Policies

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

If the head or spouse of the assisted family does not have a legal residence or work in the jurisdiction of BHA at the time of its application, the family will not have any right to lease a unit outside of BHA jurisdiction for a 12-month period beginning when the family is first admitted to the program. During this period, the family may only lease a unit located in the jurisdiction of the BHA. This does not apply when the family or a member of the family is or has been the victim of domestic violence, dating violence, stalking, or sexual assault and the move is needed to protect the health or safety of the family or family member.

Families participating in the Voucher Program will not be allowed to move more than once in any 12-month period and under no circumstances will BHA allow a participant to improperly break a lease. Under extraordinary circumstances BHA may consider allowing more than one move in a 12-month period. This does not apply when the family or a member of the family is or has been the victim of domestic violence, dating violence, stalking, and sexual assault and the move is needed to protect the health or safety of the family or family member.

Families may only move to a jurisdiction where a HCV Program is being administered.

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

If a family has moved out of their assisted unit in violation of the lease, BHA will not issue a voucher, and will terminate assistance in compliance with this Admin Plan. This will not apply if the family has complied with all program requirements and the family has moved out of the assisted dwelling unit in order to protect the health or safety of an individual who is or has been the victim of domestic violence, dating violence, stalking, or sexual assault and who reasonably believed he or she was imminently threatened by harm from further violence if he or she remained in the assisted dwelling unit.

Any of the above general policies will be waived by the BHA in order to help participants who are compliant with their existing leases but who reasonably believe they need to move to protect the health and/or safety of a victim of domestic violence, dating violence, stalking or sexual assault. In order to exercise this waiver, the participant shall provide the BHA with appropriate verification in accordance with the Violence Against Women Act.

To the degree possible, portability moves will be utilized to affirmatively further fair housing.

15.2 Income Eligibility

1. A family must be income-eligible in the area where the family first leases a unit with assistance in the Voucher Program.
2. If a portable family is already a participant in the Initial PHA's Voucher Program, income eligibility is not re-determined.

15.3 Portability: Administration by Receiving Housing Authority

1. When a family utilizes portability to move to an area outside the initial Housing Authority jurisdiction, another Housing Authority (the Receiving HA) must administer assistance for the family if that HA has a tenant-based program covering the area where the unit is located.
2. An HA with jurisdiction in the area where the family wants to lease a unit must issue the family a voucher. If there is more than one such HA, the tenant will be given the opportunity to choose which HA they want to work with.

15.4 Portability Procedures

1. When BHA is the initial housing authority, it will:
 - a. Brief the family on the process that must take place to exercise portability.
 - b. Determine whether the family is income-eligible in the area where the family wants to lease a unit (if applicable).
 - c. Advise the family how to contact and request assistance from the receiving housing authority.
 - d. Notify the receiving housing authority within ten (10) calendar days that it can expect the family.

- e. Immediately mail, email, or fax to the receiving housing authority the most recent HUD Form 50058 (Family Report) for the family, related verification information, and a copy of the family's voucher.

2. When the BHA is the receiving housing authority:

- i. BHA will within ten (10) business days inform the initial housing authority that it will absorb the family into its program or notify the initial housing authority A within the time limit set forth in Part I of the 52665 that it will bill the initial housing authority for assistance on behalf of the portable family. Completing Part II of HUD Form 52665 in a timely manner (10 business days or less of the date the HAP contract is executed) will accomplish this.
- ii. BHA will issue a voucher to the family. The term of the voucher will not expire before the expiration date of any initial housing authority's voucher. Upon receipt of the portability package BHA will add thirty days to the voucher expiration date per HUD regulations. BHA will determine whether to extend the voucher term. The family must submit a request for tenancy approval to BHA during the term of BHA's voucher.
- iii. BHA may determine the family unit size for the portable family. The family unit size is determined in accordance with BHA's subsidy standards.
- iv. The BHA will within ten (10) calendar days notify the initial housing authority if the family has leased an eligible unit under the program, or if the family fails to submit a request for tenancy approval for an eligible unit within the term of the voucher.
- v. If the BHA opts to conduct a new reexamination, the BHA will not delay issuing the family a voucher or otherwise delay approval of a unit unless the re-certification is necessary to determine income eligibility.
- vi. In order to provide tenant-based assistance for portable families, the BHA will perform all BHA program functions, such as reexaminations of family income and composition. At any time, either the Initial PHA or BHA may make a determination to deny or terminate assistance to the family in accordance with 24 CFR 982.552.

- vii. BHA may deny or terminate assistance for family action or inaction in accordance with 24 CFR 982.552 and 24 CFR 982.553.

3. Absorption by the BHA

If funding is available under the Consolidated ACC for the HCV Program when the portable family is received, BHA will absorb the family into its program. After absorption, the family is assisted with funds available under the Consolidated ACC for BHA's HCV Program.

4. Portability Billing

To cover assistance for a portable family, the receiving housing authority may bill the initial housing authority for housing assistance payments and administrative fees. The billing procedure will be as follows:

- a. As the initial housing authority, BHA will promptly reimburse the receiving housing authority for the full amount of the housing assistance payments made by the receiving housing authority for the portable family. The amount of the housing assistance payment for a portable family in the receiving housing authority program is determined in the same manner as for other families in the receiving housing authority's program.
- b. The initial housing authority will promptly reimburse the receiving housing authority for 80% or a negotiated amount that both housing authorities agree to of the initial housing authority's on-going administrative fee for each unit month that the family receives assistance under the tenant-based programs and is assisted by the receiving housing authority. If both housing authorities agree, BHA may negotiate a different amount of reimbursement. The administrative fee will be the lower of 80% of the initial housing authority's or 100% of BHA's Admin fee.

5. When a Portable Family Moves

When a portable family moves out of the tenant-based program of a receiving housing authority that has not absorbed the family, the housing authority in the new jurisdiction to which the family moves becomes the receiving housing authority, and the first receiving housing authority is no longer required to provide assistance for the family.

16.0 DETERMINATION OF FAMILY INCOME

16.1 Determining Income

To determine annual income, BHA will count the income of all family members, excluding the types and sources of income that are specifically excluded. Once the annual income is determined, the BHA subtracts out all allowable deductions (allowances) as the next step in determining the Total Tenant Payment.

16.2 Income

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

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

2. Annual income includes, but is not limited to:
 - a. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
 - b. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.
 - c. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets

used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income includes the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.

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

- b. The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this requirement is the amount resulting from one application of the percentage.
- e. Imputed welfare income.
 - i. A family's annual income includes the amount of imputed welfare income (because of a specified welfare benefits reduction, as specified in notice to the BHA by the welfare agency), plus the total amount of other annual income.
 - ii. At the request of the BHA, the welfare agency will inform the BHA in writing of the amount and term of any specified welfare benefit reduction for a family member, and the reason for such reduction, and will also inform the BHA of any subsequent changes in the term or amount of such specified welfare benefit reduction. The BHA will use this information to determine the amount of imputed welfare income for a family.
 - iii. A family's annual income includes imputed welfare income in family annual income, as determined at an interim or regular reexamination of family income and composition, during the term of the welfare benefits reduction (as specified in information provided to the BHA by the welfare agency).
 - iv. The amount of the imputed welfare income is offset by the amount of additional income a family receives that commences after the time the sanction was imposed. When such additional income from other sources is at least equal to the imputed welfare income, the imputed welfare income is reduced to zero.
 - v. The BHA will not include imputed welfare income in annual income if the family was not an assisted resident at the time of the sanction.
 - vi. If a participant is not satisfied that the BHA has calculated the amount of imputed welfare income in accordance with HUD requirements, and if the BHA denies the family's request to modify such amount, then the BHA shall give the resident written notice of such denial, with a brief

explanation of the basis for the BHA's determination of the amount of imputed welfare income. The BHA's notice shall also state that if the resident does not agree with the determination, the resident may contest the decision in accordance with our informal review policy.

f. Relations with welfare agencies

- i. BHA will ask welfare agencies to inform it of any specified welfare benefits reduction for a family member, the reason for such reduction, the term of any such reduction, and any subsequent welfare agency determination affecting the amount or term of a specified welfare benefits reduction. If the welfare agency determines a specified welfare benefits reduction for a family member, and gives the BHA written notice of such reduction, the family's annual incomes shall include the imputed welfare income because of the specified welfare benefits reduction.
 - ii. BHA is responsible for determining the amount of imputed welfare income that is included in the family's annual income as a result of a specified welfare benefits reduction as determined by the welfare agency, and specified in the notice by the welfare agency to the agency. However, the BHA is not responsible for determining whether a reduction of welfare benefits by the welfare agency was correctly determined by the welfare agency in accordance with welfare program requirements and procedures, nor for providing the opportunity for review or hearing on such welfare agency determinations.
 - iii. Such welfare agency determinations are the responsibility of the welfare agency, and the family may seek appeal of such determinations through the welfare agency's normal due process procedures. BHA shall rely on the welfare agency notice to BHA of the welfare agency's determination of a specified welfare benefits reduction.
- g. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.
- h. All regular pay, special pay, and allowances of a member of the Armed Forces. (Special pay to a member exposed to hostile fire is excluded.)
- i. If a participant purchases a home using the HCV Homeownership option, if one is offered by the BHA, the value of this asset shall be excluded from the income

calculation for the first ten years of ownership from the closing date. For all re-certifications occurring after ten years of ownership, the value of the asset shall equal the fair market value of the property minus any loans on the property and minus 10% of the fair market value of the property (expenses to convert to cash as determined by PIH Notice 2012-3).

The fair market value of the property will be determined by the assessed value as determined by the City, Town or Village Assessor if the assessed value is made at market value. This market value will be obtained by reviewing and documenting the local assessment roll or the owner's most recent property tax bill. If a market value tax assessment is not available, then the BHA will use the sales comparison method examining at least three comparable properties in the surrounding (or similar) neighborhood that possess comparable factors that affect market value.

For determining the loans on the property, the BHA will first try to verify the current payoff amount of the loan(s) included on the participant's monthly mortgage statement. If the payoff amount is not available, BHA may deduct the loan balance from the market value and document the file as to the method used.

16.3 Exclusions from Income

Annual income does not include the following:

1. Income from employment of children (including foster children) under the age of 18 years;
2. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone) or payments made under Kin-GAP or similar guardianship care programs for children leaving the juvenile court system;
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 or 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 live-in aide;

6. The amount of student financial assistance paid directly to the student or to the educational institution for tuition or required fees and charges For HCV, any financial assistance, in excess of amounts received for tuition, that an individual receives under the Higher Education Act of 1965 (20 U.S.C. 1001 et seq.), from private sources, or from an institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C. 1002)), shall be considered income to that individual, except that financial assistance described in this paragraph is not considered annual income for persons over the age of 23 with dependent children. For purposes of this paragraph, “financial assistance” does not include loan proceeds for the purpose of determining income;
7. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
8. The amounts received from the following programs:
 - a. Amounts received under training programs funded by HUD;
 - b. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
 - c. Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and that are made solely to allow participation in a specific program;
 - d. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for BHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiative coordination, and serving as a member of the BHA's governing board. No resident may receive more than one such stipend during the same period of time;
 - e. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with

clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program;

- f. Temporary, nonrecurring, or sporadic income (including gifts);
- g. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
- h. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
- i. Adoption assistance payments in excess of \$480 per adopted child;
- j. Deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;
- k. 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;
- l. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
- m. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits. These exclusions include:
 - i. The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017(b));
 - ii. Payments to Volunteers under the domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(f (1)), 5058);
 - iii. Certain payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(c));
 - iv. Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e);

- v. Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f));
- vi. Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub. L. 94–540, Section 6);
- vii. The first \$2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U.S. Claims Court, the interests of individual Indians in trust or restricted lands, including the first \$2000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C. 1407);
- viii. Amounts of scholarships funded under title IV of the Higher Education Act of 1965 (20 U.S.C. 1070), including awards under Federal work-study program or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu). For HCV programs only (42 U.S.C. 1437f), any financial assistance in excess of amounts received by an individual for tuition and any other required fees and charges under the Higher Education Act of 1965 (20 U.S.C. 1001 *et seq.*), from private sources, or an institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C. 1002)), shall not be considered income to that individual if that individual is over the age of 23 with dependent children (Pub. L. 109-115, section 327) (as amended);
- ix. Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056(g));
- x. Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund (Pub. L. 101-201) or any other fund established pursuant to the settlement in *In Re Agent Orange Liability Litigation*, M.D.L. No. 381 (E.D.N.Y.);
- xi. Payments received under the Maine Indian Claims Settlement Act of 1980 (Pub. L. 96-420, 25 U.S.C. 1721);
- xii. The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q);

- xiii. Earned income tax credit (EITC) refund payments received on or after January 1, 1991, for programs administered under the United States Housing Act of 1937, title V of the Housing Act of 1949, section 101 of the Housing and Urban Development Act of 1965, and sections 221 (d)(3), 235, and 236 of the National Housing Act (26 U.S.C. 32(l));
- xiv. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95–433);
- xv. Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d));
- xvi. Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602(c));
- xvii. Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931(a)(2))
- xviii. Any amount received under the Richard B. Russell School Lunch Act (42 U.S.C. 1760(e)) and the Child Nutrition Act of 1966 (42 U.S.C. 1780(b)), including reduced-price lunches and food under the Special Supplemental Food Program for Women, Infants, and Children (WIC);
- xix. Payments, funds or distributions authorized, established, or directed by the Seneca Nation Settlement Act of 1990 (25 U.S.C. 1774f(b));
- xx. Payments from any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts as provided by an amendment to the definition of annual income in the U.S. Housing Act of 1937 (42 U.S.C. 1437A) by Section 2608 of the Housing and Economic Recovery Act of 2008 (Pub. L. 110–289);
- xxi. Compensation received by or on behalf of a veteran for service-connected disability, death, dependency, or indemnity compensation as provided by an amendment by the Indian Veterans Housing Opportunity

Act of 2010 (Pub. L. 111–269, 25 U.S.C. 4103(9)) to the definition of income applicable to programs authorized under the NAHASDA and administered by the Office of Native American Programs; and

- xxii. A lump sum or a periodic payment received by an individual Indian pursuant to the Class Action Settlement Agreement in the case entitled *Elouise Cobell et al. v. Ken Salazar et al.*, 816 F. Supp. 2d 10 (Oct. 5, 2011 D.D.C.), as provided in the Claims Resolution Act of 2010 (Pub. L. 111–291); and
- xxiii. Major disaster and emergency assistance received by individuals and families under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Pub. L. 93-288, as amended) comparable disaster assistance provided by States, local governments, and disaster assistance organizations shall not be considered as income or a resource when determining eligibility for or benefit levels under federally funded income assistance or resource-tested benefit programs (42 U.S.C. 5155(d)).

BHA will not provide exclusions from income in addition to those already provided for by HUD.

16.4 Deductions from Annual Income

The following deductions will be made from annual income:

1. \$480 for each dependent;
2. \$400 for any elderly family or disabled family;
3. The sum of the following, to the extent the sum exceeds three percent of annual income:
 - a. Unreimbursed medical expenses of any elderly family or disabled family including any fee paid by the participant for the Medicare prescription drug program; and
 - b. Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed, but this allowance may not exceed the earned income received by family members who are 18 years of age or older who are able to work because of such attendant care or auxiliary apparatus.

4. Reasonable child care expenses necessary to enable a member of the family to be employed or to further his or her education. This deduction shall not exceed the amount of employment income that is included in annual income.
5. For persons with disabilities, the incremental earnings due to employment during a cumulative 12-month period following date of the initial hire shall be excluded. This exclusion is only available to the following families:
 - a. Families whose income increases as a result of employment of a disabled family member who was previously unemployed (defined as working less than 10 hours a week at the established minimum wage) for one or more years.
 - b. Families whose income increases during the participation of a disabled family member in any economic self-sufficiency or other job training program.
 - c. Persons with disabilities who are or were, within 6 months, assisted under a State TANF or Welfare-to-Work program for at least \$500. During the second cumulative 12-month period after the date of initial hire, 50% of the increased income shall be excluded from income.

The disallowance of increased income of an individual family member is limited to a period of 24 consecutive months. The maximum allowed is for 12 months of the 100% exclusion and 12 months of the 50% exclusion.

15.5 Receipt of a Letter or Notice from HUD Concerning Income

1. If a HCV participant receives a letter or notice from HUD concerning the amount or verification of family income, the letter shall be brought to the person responsible for income verification within thirty (30) days of receipt by the participant.
2. The **Executive Director or the Executive Director's designee** shall reconcile any difference between the amount reported by the participant and the amount listed in the HUD communication. This shall be done as promptly as possible.
3. After the reconciliation is complete, the BHA shall adjust the participant's rental contribution beginning at the start of the next month unless the reconciliation is completed during the final five (5) days of the month and then the new rent shall take effect on the first day of the second month following the end of the current month. In addition, if the participant had not previously reported the proper income, the BHA shall do one of the following:
 - a. Immediately collect the back over paid assistance paid by the agency;

- b. Establish a repayment plan for the resident to pay the sum due to the agency;
- c. Terminate the participant from the program for failure to report income; or
- d. Terminate the participant from the program for failure to report income and collect the back over paid assistance paid by the agency.

16.6 Cooperating with Welfare Agencies

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

- 1. To target assistance, benefits and services to families receiving assistance in the public housing and HCV tenant-based assistance program to achieve self-sufficiency.
- 2. To provide written verification to the BHA concerning welfare benefits for families applying for or receiving assistance in our housing assistance programs.

17.0 VERIFICATION

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

17.1 Acceptable Methods of Verification

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

Other information will be verified by the following verification methods acceptable to HUD, in the order of preference indicated:

1. Up-front Income Verifications (UIV)

UIV is the verification of income through an independent source that systematically maintains income information in computerized form for a large number of individuals.

Current UIV resources include the following:

- a. Enterprise Income Verification (EIV)** – The EIV System is a web-based application, which provides PHAs with employment, wage, unemployment compensation and social security benefit information of tenants who participate in the Public Housing and various HCV programs under the jurisdiction of the Office of Public and Indian Housing (PIH). Information in EIV is derived from computer matching programs initiated by HUD with the Social Security Administration (SSA) and the U.S. Department of Health and Human Services (HHS), for all program participants with valid personal identifying information (name, date of birth (DOB), and social security number (SSN)) reported on the form HUD-50058. Use of the EIV system in its entirety is mandatory for all annual and interim re-examinations. The BHA will monitor the following EIV reports on a monthly basis – (1) Deceased Tenants Report, (2) Identity Verification Report, and the (3) Immigration Report. In addition, it will monitor on a quarterly basis the following EIV reports – (1) Income Discrepancy Report, (2) Multiple Subsidy Report, and (3) the New Hires Report. Whether or not an admission is homeless will be noted in the 50058.
- b. State Wage Information Collection Agencies (SWICAs)**
- c. State systems for the Temporary Assistance for Needy Families (TANF) program**
- d. Credit Bureau Information (CBA) credit reports**
- e. Internal Revenue Service (IRS) Letter 1722**
- f. Private sector databases (e.g. The Work Number)**

The BHA will use additional UIV resources as they become available. This will be done before, during and/or after examinations and/or re-examinations of household income as appropriate.

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

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

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

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

2. Third-Party Written Verifications

An original or authentic document generated by a third-party source dated either within the 60-day period preceding the reexamination or the BHA request date. Such documentation may be in the possession of the participant (or applicant), and is commonly referred to as participant-provided documents. It is the HUD's position that such participant-provided documents are written third-party verification since these documents originated from a third-party source. The BHA may, at its discretion, reject any participant-provided documents and follow up directly with the source to obtain necessary verification of information.

Examples of acceptable participant-provided documentation (generated by a third-party source) include, but are not limited to: pay stubs, payroll summary report, employer notice/letter of hire/termination, SSA benefit verification letter, bank statements, child support payment stubs, welfare benefit letters and/or printouts, and unemployment monetary benefit notices. Current acceptable participant-provided documents will be used for income and rent determinations.

The BHA will obtain at least two current and consecutive pay stubs totaling at least one month for determining annual income from wages. For new income sources or when two pay stubs are not available, the BHA will project income based on the information from a traditional written third-party verification form or the best available information.

Note: Documents older than 60 days (from the BHA interview/determination or request date) is acceptable for confirming effective dates of income.

Third-party written verifications may also be used to supplement Up-front Income Verifications. They will be utilized when there is a discrepancy of \$200 a month or more and the participant disputes the UIV results.

Note: Social Security benefit information in EIV is updated every three months. If the tenant agrees with the EIV-reported benefit information, PHAs do not need to obtain or request a benefit verification letter from the tenant.

3. Written Third-Party Verification Form

Also known as traditional third-party verification. A standardized form to collect information from a third-party source is distributed by the BHA. The form is completed by the third-party by hand (in writing or typeset) when sent the form by the BHA.

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

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

The BHA will allow ten (10) calendar days for the return of third-party written verifications prior to continuing on to the next type of verification.

4. Third-Party Oral Verifications

This type of verification includes direct contact with the source, in person or by telephone. When this method is used, staff members will be required to document in writing with whom they spoke, the date of the conversation, the telephone number, and the facts obtained.

The BHA will allow five (5) calendar days for the return of third-party oral verifications prior to continuing on to the next type of verification.

5. Review of Documents

When UIV, written and oral third-party verifications are not available within the ten (10) calendar day period allowed in paragraph 3 and within the Five (5) calendar day period allowed in paragraph 4 above, BHA will use the information received from the family, provided that the documents provide complete information. Photocopies of the documents, excluding government checks, provided by the family will be maintained in the file. In cases in which documents are viewed and cannot be photocopied, staff reviewing the documents will complete a written statement as to the contents of the document(s).

6. Self-Certification and Self-Declaration

When UIV, written and oral third-party verifications are not available within the ten (10) calendar day period allowed in paragraph 3 and within the five (5) calendar day period allowed in paragraph 4 above, and hand-carried verification cannot be obtained, BHA will accept a statement detailing information needed, signed by the head, spouse, co-head, or other adult family member.

Verification forms and reports received will be contained in the applicant/tenant file. Oral third-party documentation will include the same information as if the documentation had been written, i.e. name, date of contact, amount received, etc.

When any verification method other than Up-front Income Verification is utilized, the BHA will document the reason for the choice of the verification methodology in the applicant/resident's file.

The following chart comes from PIH Notice 2010-19.

Level	Verification Technique	Ranking
6	Up-front Income Verification (UIV) using HUD's Enterprise Income Verification (EIV) system (not available for income verifications of applicants)	Highest (Mandatory)
5	Up-front Income Verification (UIV) using non-HUD system	Highest (Optional)

4	Written Third-Party Verification	High (Mandatory to supplement EIV-reported income sources and when EIV has no data; Mandatory for non-EIV reported income sources; Mandatory when participant disputes EIV-reported employment and income information and is unable to provide acceptable documentation to support dispute)
3	Written Third-Party Verification Form	Medium-Low (Mandatory if written third-party verification documents are not available or rejected by the PHA; and when the applicant or participant is unable to provide acceptable documentation)
2	Oral Third-Party Verification	Low (Mandatory if written third-party verification is not available)
1	Tenant Declaration	Low (Use as a last resort when unable to obtain any type of third-party verification)

17.2 Types of Verification

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

Verification Requirements for Individual Items		
Item to Be Verified	3 rd party verification	Hand-carried verification
General Eligibility Items		
Social Security Number	Not Allowed	Original Social Security Card, an appropriate government letter showing the number or other HUD-allowed method
Adult Status of the Head of Household		Valid driver's license, identification card issued by a

Verification Requirements for Individual Items		
Item to Be Verified	3 rd party verification	Hand-carried verification
		government agency, or a birth certificate.
Citizenship	N/A	Signed certification, voter's registration card, birth certificate, etc.
Eligible immigration status	INS SAVE confirmation #	INS card
Disability	Letter from medical professional, SSI, etc.	Proof of SSI or Social Security disability payments
Full time student status (if >18)	Letter from school	For high school students, any document evidencing enrollment
Need for a live-in aide	Letter from doctor or other professional knowledgeable of condition	N/A
Child care costs	Letter from care provider	Bills and receipts
Disability assistance expenses	Letters from suppliers, care givers, etc.	Bills and records of payment
Medical expenses	Letters from providers, prescription record from pharmacy, medical professional's letter stating assistance or a companion animal is needed	Bills, receipts, records of payment, dates of trips, mileage log, receipts for fares and tolls
Medicare Prescription Drug Coverage		A card issued by a private prescription drug plan with the words Medicare Rx on it.

Verification Requirements for Individual Items		
Item to Be Verified	3 rd party verification	Hand-carried verification
Value of and Income from Assets		
Savings, checking accounts	Letter from institution: if amount is \$1,500 or more. If under \$5000.00 can self-certify. Must verify when first comes on program and every three years after.	Passbook, most current statements: if amount is less than \$1,500
CDs, bonds, etc	Letter from institution	Tax return, information brochure from institution, the CD, the bond
Stocks	Letter from broker or holding company	Stock or most current statement, price in newspaper or through Internet
Real property	Letter from tax office, assessment, etc.	Property tax statement (for current value), assessment, records or income and expenses, tax return
Personal property	Assessment, bluebook, etc	Receipt for purchase, other evidence of worth
Cash value of life insurance policies	Letter from insurance company	Current statement
Assets disposed of for less than fair market value	N/A	Original receipt and receipt at disposition, other evidence of worth
Income		
Earned income	Letter from employer	Multiple pay stubs

Verification Requirements for Individual Items		
Item to Be Verified	3 rd party verification	Hand-carried verification
Self-employed	N/A	Tax return from prior year, books of accounts
Regular gifts and contributions	Letter from source, letter from organization receiving gift (i.e., if grandmother pays day care provider, the day care provider could so state)	Bank deposits, other similar evidence
Alimony/child support	Court order, letter from source, letter from Human Services	Record of deposits, divorce decree
Social Security Administration		Letter from Social Security as verified by HUD computer systems
Periodic payments (i.e., welfare, pensions, workers' comp, unemployment)	Letter or electronic reports from the source	Award letter, letter announcing change in amount of future payments
Training program participation	Letter from program provider indicating <ul style="list-style-type: none"> - whether enrolled - whether training is HUD-funded - whether State or local program - whether it is employment training - whether payments are for out- of-pocket expenses incurred in order to participate in a program 	N/A

17.3 Verification of Citizenship or Eligible Noncitizen Status

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

Prior to being admitted or at the first reexamination, all citizens and nationals will be required to sign a declaration under penalty of perjury. (They will be required to show proof of their status by such means as birth certificate, military ID or military DD 214 Form.)

Prior to being admitted or at the first reexamination, all eligible non-citizens who are 62 years of age or older will be required to sign a declaration under penalty of perjury. They will also be required to show proof of age.

Prior to being admitted or at the first reexamination, all eligible non-citizens must sign a declaration of their status and a verification consent form and provide their original INS documentation. BHA will make a copy of the individual's INS documentation and place the copy in the file. BHA also will verify their status through the INS SAVE system. If the INS SAVE system cannot confirm eligibility, BHA will mail information to the INS so a manual check can be made of INS records.

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

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

Any family member who does not choose to declare their status must be listed on the statement of non-eligible members.

If no family member is determined to be eligible under this Section, the family's admission will be denied.

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

If BHA determines that a family member has knowingly permitted an ineligible non-citizen (other than any ineligible non-citizens listed on the lease) to permanently reside in their HCV unit, the family's assistance will be terminated. Such family will not be eligible to be readmitted to HCV for a period of 24 months from the date of termination.

17.4 Verification of Social Security Numbers

Prior to admission, every family member regardless of age must provide the BHA with a complete and accurate Social Security Number unless they do not contend eligible immigration status. New family members must provide this verification prior to being added to the lease. If the new family

member is under the age of six and has not been assigned a Social Security Number, the family shall have ninety (90) calendar days after starting to receive the assistance to provide a complete and accurate Social Security Number. BHA may grant one ninety (90) day extension for newly-added family members under the age of six if in its sole discretion it determines that the person's failure to comply was due to circumstances that could not have reasonably been foreseen and was outside the control of the person.

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

Participants aged 62 or older as of January 31, 2010, whose initial eligibility determination was begun before January 31, 2010 are exempt from the required disclosure of their Social Security Number. This exemption continues even if the individual moves to a new assisted unit.

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

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

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

17.5 Timing of Verification

Verification must be dated within ninety (90) days of certification or reexamination. If the verification is older than this, the source will be contacted and asked to provide information regarding any changes.

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

17.6 Frequency of Obtaining Verification

For each family member, citizenship/eligible non-citizen status will be verified only once. This verification will be obtained prior to admission. If the status of any family member was not

determined prior to admission, verification of their status will be obtained at the next regular reexamination. Prior to a new member joining the family, their status will be verified.

For each family member, verification of Social Security Number will be obtained only once. This verification will be accomplished prior to admission. When a family member who did not have a Social Security Number at admission receives a Social Security Number, that number will be verified at the next regular reexamination.

17.7 Special Verification for Adult Students

In addition to other verification procedures, a student head of household must provide a written signed certification that the student does or does not receive any financial support from his or her parents or guardians and whether or not the student is receiving a scholarship. If support is received, the certification must state the amount of the anticipated support. BHA shall verify using normal third-party verification procedures that amount by communicating directly with the supporting person(s). If an athletic scholarship is involved, BHA shall determine if any of the scholarship is available for housing costs.

17.8 Discrepancies in Verified Information

An EIV Income Report shall be pulled from the system before annual or interim reexamination are conducted for any family and compared with family-reported information. If the EIV report reveals an income source that was not reported by the participant or a substantial difference (defined as \$2400 or more annually) in the reported income information, BHA will:

1. Discuss the income discrepancy with the participant; and
2. Request the participant to provide any documentation to confirm or dispute the unreported or underreported income and/ or income sources; and
3. In the event the participant is unable to provide acceptable documentation to resolve the income discrepancy, the BHA will request from the third-party source, any information necessary to resolve the income discrepancy; and
4. If applicable, determine the participant's underpayment of rent as a result of unreported or underreported income, retroactively¹; and
5. Take any other appropriate action.

¹ BHA will determine the retroactive rent as far back as the existence of complete file documentation (form HUD-50058 and supporting documentation) to support such retroactive rent determinations.

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

When there is an unsubstantial or no disparity between participant-reported and EIV-reported income information, BHA will obtain from the participant, any necessary documentation to complete the income determination process. As noted previously, the BHA may reject any participant-provided documentation, if the Authority deems the documentation unacceptable. Documentation provided by the participant will only be rejected for only the following reasons:

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

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

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

BHA will then pursue lower level verifications in accordance with the verification hierarchy.

17.9 Temporary Compliance Assistance

In PIH Notice 2013-03, HUD granted the BHA some temporary, needed administrative burden relief. BHA is hereby adopting the allowable relief activities.

1. BHA will calculate a participant's rent based on his or her actual income over the past twelve months instead of trying to project the income for the next twelve months. The BHA will use the most recent twelve-month period available in EIV for re-certifications. Since the data in EIV has already been verified by a third party, BHA will not re-verify EIV data.

If there has been a change in circumstances for a participant, if EIV is not current enough, or the participant disputes the EIV reported income and is unable to provide acceptable documentation to resolve the dispute, the BHA will request written third-party verification and go by the regular verification process.

BHA will continue to verify income as normal from sources not available in EIV using the same period of time as used for the EIV-supplied data.

2. If a participant has assets valued at \$5000 or less, the participant can self-certify to the amount of their assets and the income these assets are anticipated to generate. Every three years the assets must be verified regardless of the amount. BHA will not verify this data, but merely include it in the income calculation. The application and reexamination documentation can serve as this declaration as long as it is signed by all adult family members. If the assets total more than \$5000, verifications will be made as usual.
3. BHA will utilize the authority granted by the Notice to approve payment standards of up to 120% of FMR without prior HUD approval, if needed, as a reasonable accommodation for a family including a person with a disability. BHA will maintain documentation that the rent reasonableness analysis has been completed and that the unit has the feature(s) needed to meet the needs of the person with disabilities.

18.0 RENT AND HOUSING ASSISTANCE PAYMENT

18.1 General

After October 1, 1999, BHA will issue only vouchers to applicants, movers, and families entering the jurisdiction through portability.

18.2 Rent Reasonableness

BHA will not approve an initial rent or a rent increase in any of the tenant-based programs without determining that the rent amount is reasonable. Reasonableness is determined prior to the initial lease and at the following times:

1. Before any increase in rent to owner is approved;
2. If 60 days before the contract anniversary date there is a 5% decrease in the published FMR as compared to the previous FMR; and

3. If BHA or HUD directs that reasonableness be re-determined.

18.3 *Comparability*

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

BHA will maintain current survey information on rental units in the jurisdiction. BHA will also obtain from landlord associations and management firms the value of the array of amenities.

BHA will establish minimum base rent amounts for each unit type and bedroom size. To the base BHA will be able to add or subtract the dollar value for each characteristic and amenity of a proposed unit.

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

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

18.4 *Maximum Subsidy*

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

For the HCV Program, the minimum payment standard will be 90% of the FMR and the maximum payment standard will be 120% of the FMR without prior approval from HUD, or the exception payment standard approved by HUD.

For a voucher tenancy in an insured or non-insured 236 project, a 515 project of the Rural Development Administration, a Section 202 or 811 project, or a Section 221(d)(3) below market interest rate project, the maximum subsidy may not exceed the basic rent charged including the cost of tenant-paid utilities. Furthermore, if any of the units also receive the benefit of a State, local, or federal housing subsidy (e.g., HCV project-based housing assistance payments contract), they are ineligible units under the HCV program.

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

18.5 Setting the Payment Standard

BHA must set the payment standard at between 90% and 120% of the FMR without HUD's prior approval. The BHA will review its determination of the payment standard annually after publication of the FMRs. The BHA will consider vacancy rates and rents in the market area, size and quality of units leased under the program, rents for units leased under the program, success rates of voucher holders in finding units, and the percentage of annual income families are paying for rent under the Voucher Program. If it is determined that success rates will suffer or that families are having to rent low quality units or pay over 40% of income for rent, the payment standard may be raised to the level judged necessary to alleviate these hardships.

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

If a higher payment standard is needed above 120% as a reasonable accommodation, BHA shall submit the following to HUD:

1. Note whether the family is an applicant or participant family.
2. The number of household members including a live-in aide/s.
3. The voucher size the family is issued under BHA's subsidy standards or any exception to those standards granted through a reasonable accommodation request; e.g., as a reasonable accommodation, a single-person family may be issued a two-bedroom voucher due to a need to store medical equipment.
4. The FMR for the voucher size or unit size, whichever is smaller.
5. When either the disability or the need for the requested accommodation is not known or readily apparent, a statement from a health care provider regarding the need for the reasonable accommodation and the features of the unit (which may include its location) which meet that person's needs.
6. The contract rent and utility allowance for the unit.
7. A statement from BHA that it has determined the rent for the unit is reasonable, and that the unit has the feature/s required to meet the needs of the person with disabilities as noted in the statement from the health care provider where such a statement is necessary (see 5 above).

8. The household's monthly adjusted income.
9. Proposed effective date of the new lease or actual effective date of the lease renewal.

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

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

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

18.6 Selecting the Correct Payment Standard for a Family

1. For the voucher tenancy, the payment standard for a family is the lower of:
 - a. The payment standard for the family unit size; or
 - b. The payment standard for the unit size rented by the family.
2. If the unit rented by a family is located in an exception rent area, BHA will use the appropriate payment standard for the exception rent area.
3. During the HAP contract term for a unit, the amount of the payment standard for a family is the higher of:
 - a. The initial payment standard (at the beginning of the lease term) minus any amount by which the initial rent to owner exceeds the current rent to owner; or
 - b. The payment standard as determined at the most recent regular reexamination of family income and composition effective after the beginning of the HAP contract term.
4. At the next annual reexamination following a change in family size or composition during the HAP contract term and for any reexamination thereafter, paragraph B above does not apply.

5. If there is a change in family unit size resulting from a change in family size or composition, the new family unit size will be considered when determining the payment standard at the next annual reexamination.

18.7 Area Exception Rents

In order to help families find housing outside areas of high poverty or when voucher holders are having trouble finding housing for lease under the program, BHA may request that HUD approve an exception payment standard rent for certain areas within its jurisdiction. The areas may be of any size, though generally not smaller than a census tract. BHA may request one such exception payment standard area or many. Exception payment standard rent authority may be requested for all or some unit sizes, or for all or some unit types. The exception payment standard area(s) may not contain more than 50% of the population of the FMR area.

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

18.8 Assistance and Rent Formulas

1. The Total Tenant Payment is equal to the highest of:
 - a. 10% of the family's monthly income
 - b. 30% of the family's adjusted monthly income
 - c. The minimum rent
 - d. If the family is receiving payments for welfare assistance from a public agency and a part of those payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of those payments which is so designated. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated

Plus any rent above the payment standard.

2. Minimum Rent.

The BHA has set the minimum rent as **\$50.00**. However, if the family requests a hardship exemption, the BHA will suspend the minimum rent for the family beginning

the month following the family's hardship request. The suspension will continue until BHA can determine whether hardship exists and whether the hardship is of a temporary or long-term nature. During suspension, the family will not be required to pay a minimum rent and the Housing Assistance Payment will be increased accordingly.

- a. A hardship exists in the following circumstances:
 - i. When the family has lost eligibility for or is awaiting an eligibility determination for a Federal, State or local assistance program including a family that includes a member who is a non-citizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for title IV of the Personal Responsibility and Work Opportunity Act of 1996;
 - ii. When the family would be evicted because it is unable to pay minimum rent;
 - iii. When the income of the family has decreased because of changed circumstances, including loss of employment; and
 - iv. When a death has occurred in the family.
- b. No hardship. If BHA determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent to BHA for the time of suspension.
- c. Temporary hardship. If BHA determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will not be imposed for a period of 90 days from the month following the date of the family's request. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. BHA will offer a reasonable repayment agreement for any minimum rent back payment paid by BHA on the family's behalf during the period of suspension.
- d. Long-term hardship. If BHA determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.
- e. Appeals. The family may use the informal hearing procedure to appeal BHA's determination regarding the hardship. No escrow deposit will be required in order to access the informal hearing procedures.

3. HCV Merged Vouchers

- a. The payment standard is set by BHA between 90% and 120% of the FMR. Up to 120% as a reasonable accommodation can be approved. Over 120% with HUD approval.
- b. The participant pays the greater of the Total Tenant Payment or the minimum rent, plus the amount by which the gross rent exceeds the payment standard.
- c. No participant when initially receiving tenant-based assistance on a unit shall pay more than 40% of their monthly-adjusted income if the gross rent exceeds the applicable payment standard.

4. HCV Preservation Vouchers

- a. The payment standard is the lower of:
 - i. The payment standard amount for the appropriate family unit size; or
 - ii. The payment standard amount for the size of the dwelling unit actually rented by the family.
- b. If the dwelling unit is located in an exception area, the BHA will use the appropriate payment standard for the exception area.
- c. During the HAP contract term, the payment standard for the family is the higher of:
 - i. The initial payment standard (at the beginning of the HAP contract term), as determined in accordance with paragraph (1)(a) of this section, minus any amount by which the initial rent to the owner exceeds the current rent to the owner; or
 - ii. The payment standard as determined in accordance with paragraph (1)(a) or (1)(b) of this section, as determined at the most recent regular reexamination of family income and composition effective after the beginning of the HAP contract term.
- d. At the next regular reexamination following a change in family composition that causes a change in family unit size during the HAP contract term, and for any examination thereafter during the term:

- i. Paragraph (c)(i) of this section does not apply; and
 - ii. The new family unit size must be used to determine the payment standard.
 - e. The BHA will pay a monthly housing assistance payment on behalf of the family that equals the lesser of:
 - i. The payment standard minus the total tenant payment; or
 - ii. The gross rent minus the total tenant payment.
5. Manufactured Home Space Rental: HCV Vouchers
- a. The payment standard for a participant renting a manufactured home space is the published FMR for rental of a manufactured home space.
 - b. The space rent is the sum of the following as determined by BHA:
 - i. Rent to the owner for the manufactured home space;
 - ii. Owner maintenance and management charges for the space; and
 - iii. Utility allowance for tenant paid utilities.
 - c. The participant pays the rent to owner less the HAP.
 - d. HAP equals the lesser of:
 - i. The payment standard minus the total tenant payment; or
 - ii. The rent paid for rental of the real property on which the manufactured home owned by the family is located.
 - e. Mobile home is not counted as an asset, when the tenant is living in the home and paying lot rent only.
6. Rent for Families under the Non-citizen Rule. A mixed family will receive full continuation of assistance if all of the following conditions are met:
- a. The family was receiving assistance on June 19, 1995;

- b. The family was granted continuation of assistance before November 29, 1996;
- c. The family's head or spouse has eligible immigration status; and
- d. The family does not include any person who does not have eligible status other than the head of household, the spouse of the head of household, any parent of the head or spouse, or any child (under the age of 18) of the head or spouse.

If a mixed family qualifies for prorated assistance but decides not to accept it, or if the family has no eligible members, the family may be eligible for temporary deferral of termination of assistance to permit the family additional time for the orderly transition of some or all of its members to locate other affordable housing. Under this provision the family receives full assistance. If assistance is granted under this provision prior to November 29, 1996, it may last no longer than three years. If granted after that date, the maximum period of time for assistance under the provision is 18 months. The BHA will grant each family a period of 6 months to find suitable affordable housing. If the family cannot find suitable affordable housing, the BHA will provide additional search periods up to the maximum time allowable.

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

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

- a. Find the prorated housing assistance payment (HAP) by dividing the HAP by the total number of family members, and then multiplying the result by the number of eligible family members.
- b. Obtain the prorated family share by subtracting the prorated HAP from the gross rent (contract rent plus utility allowance).
- c. The prorated tenant rent equals the prorated family share minus the full utility allowance.

18.9 Utility Allowance

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

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

BHA reviews the utility allowance schedule annually and revises any allowance for a utility category if there has been a change of 10% or more in the utility rate since the last time the utility allowance schedule was revised. BHA maintains information supporting the annual review of utility allowances and any revisions made in its utility allowance schedule. Participants may review this information at any time by making an appointment with BHA.

BHA uses the appropriate utility allowance for the lower of the actual size of dwelling unit actually leased by the family or the voucher size.

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

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

The utility allowance will be subtracted from the family's share to determine the amount of the Tenant Rent. The Tenant Rent is the amount the family owes each month to the owner. The amount of the utility allowance is then still available to the family to pay the cost of their utilities. Any utility cost above the allowance is the responsibility of the tenant. Any savings resulting from utility costs below the amount of the allowance belong to the tenant. The BHA reserves the right to pay the utility allowance directly to the utility companies. The family will be notified of the amount paid to the utility supplier.

At the time of the annual review, the family will be required to provide a current statement to show the utilities are paid up to date.

18.10 Distribution of Housing Assistance Payment

BHA pays the owner the lesser of the housing assistance payment or the rent to owner. All payments will be by direct deposit into an account designated by the owner. If payments are not made when due, the owner may charge the BHA a late payment, agreed to in the Contract and in accordance with generally accepted practices in the Bangor jurisdiction if the following conditions apply.

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

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

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

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

18.11 Change of Ownership

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

In addition, BHA requires a written request from either the new owner or the previous owner to process a change of ownership. The following documents will accompany the written request:

1. Transfer of ownership form;
2. Tax Identification Number or Social Security Number;
3. New Landlord Information form, inclusive of Direct Deposit information.

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

19.0 INSPECTION POLICIES, HOUSING QUALITY STANDARDS, AND DAMAGE CLAIMS

BHA will inspect all units to ensure that they meet Housing Quality Standards (HQS) in accordance with 24 CFR 982.401. No unit will be initially placed on the HCV Existing Program unless the HQS is met. Units will be inspected at least annually, and at other times as needed, to determine if the units meet HQS. The BHA must be allowed to inspect the dwelling unit at reasonable times with reasonable notice. The family will be notified of the inspection appointment by first class mail. If the family cannot be at home for the scheduled inspection appointment, the family must call and reschedule the inspection or make arrangements to enable BHA to enter the unit and complete the inspection.

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

In order for an inspection to take place, someone over the age of 18 must be present representing the household.

19.1 Types of Inspections

There are six types of inspections BHA will perform:

1. Initial Inspection - An inspection that must take place to ensure that the unit passes HQS before assistance can begin.
2. Annual Inspection - An inspection to determine that the unit continues to meet HQS.
3. Complaint Inspection - An inspection caused by the Authority receiving a complaint on the unit by anyone.
4. Special Inspection - An inspection caused by a third party, i.e., HUD, needing to view the unit.
5. Emergency - An inspection that takes place in the event of a perceived emergency. These will take precedence over all other inspections.
6. Quality Control Inspection - Supervisory inspections on at least 5% of the total number of units that were under lease during BHA's previous fiscal year.

19.2 *Owner and Family Responsibility*

1. Owner Responsibility for HQS

- a. The owner must maintain the unit in accordance with HQS.
- b. If the owner fails to maintain the dwelling unit in accordance with HQS, the BHA will take prompt and vigorous action to enforce the owner obligations. The BHA's remedies for such breach of the HQS include termination, suspension or reduction of housing assistance payments and termination of the HAP contract.
- c. The BHA will not make any housing assistance payments for a dwelling unit that fails to meet the HQS, unless the owner corrects the defect within the period specified by the BHA and the BHA verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects the owner must correct the defect within no more than 30 calendar days (or any BHA approved extension).
- d. The owner is not responsible for a breach of the HQS that is not caused by the owner, and for which the family is responsible. Furthermore, the BHA may terminate assistance to a family because of the HQS breach caused by the family.

2. Family Responsibility for HQS

- a. The family is responsible for a breach of the HQS that is caused by any of the following:
 - i. The family fails to pay for any utilities that the owner is not required to pay for, but which are to be paid by the tenant;
 - ii. The family fails to provide and maintain any appliances that the owner is not required to provide, but which are to be provided by the tenant; or
 - iii. Any member of the household or a guest damages the dwelling unit or premises (damage beyond ordinary wear and tear).
- b. If an HQS breach caused by the family is life threatening, the family must correct the defect within no more than 24 hours. For other family-caused defects, the family must correct the defect within no more than 30 calendar days (or any BHA approved extension).

- c. If the family has caused a breach of the HQS, the BHA will take prompt and vigorous action to enforce the family obligations. The BHA may terminate assistance for the family in accordance with 24 CFR 982.552.

19.3 Housing Quality Standards (HQS) 24 CFR 982.401

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

1. Sanitary Facilities

a. Performance Requirement

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

b. Acceptability Criteria

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

2. Food Preparation and Refuse Disposal

a. Performance Requirements

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

b. Acceptability Criteria

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

3. Space and Security

a. Performance Requirement

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

b. Acceptability Criteria

- i. At a minimum, the dwelling unit must have a living room, a kitchen area, and a bathroom.
- ii. The dwelling unit must have at least one bedroom or living/ sleeping room for each two persons. Children of opposite sex, other than very young children, may not be required to occupy the same bedroom or living/sleeping room.
- iii. Dwelling unit windows that are accessible from the outside, such as basement, first floor, and fire escape windows, must be lockable (such as window units with sash pins or sash locks, and combination windows

with latches). Windows that are nailed shut are acceptable only if these windows are not needed for ventilation or as an alternate exit in case of fire.

- iv. The exterior doors of the dwelling unit must be lockable. Exterior doors are doors by which someone can enter or exit the dwelling unit.

4. Thermal Environment

a. Performance Requirement

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

b. Acceptability Criteria

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

5. Illumination and Electricity

a. Performance Requirement

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

b. Acceptability Criteria

- i. There must be at least one window in the living room and in each sleeping room.

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

6. Structure and Materials

a. Performance Requirement

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

b. Acceptability Criteria

- i. Ceilings, walls, and floors must not have any serious defects such as severe bulging or leaning, large holes, loose surface materials, severe buckling, missing parts, or other serious damage.
- ii. The roof must be structurally sound and weather tight.
- iii. The exterior wall structure and surface must not have any serious defects such as serious leaning, buckling, sagging, large holes, or defects that may result in air infiltration or vermin infestation.
- iv. The condition and equipment of interior and exterior stairs, halls, porches, walkways, etc., must not present a danger of tripping and falling. For example, broken or missing steps or loose boards are unacceptable.
- v. Elevators must be working and safe., and the current inspection card must be posted in the elevator.

7. Interior Air Quality

a. Performance Requirement

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

b. Acceptability Criteria

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

8. Water Supply

a. Performance Requirement

The water supply must be free from contamination.

b. Acceptability Criteria

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

9. Lead-based Paint

a. Definitions

- i. Chewable surface: Protruding painted surfaces up to five feet from the floor or ground that are readily accessible to children under six years of age; for example, protruding corners, window sills and frames, doors and frames, and other protruding woodwork.
- ii. Component: An element of a residential structure identified by type and location, such as a bedroom wall, an exterior window sill, a baseboard in a living room, a kitchen floor, an interior window sill in a bathroom, a porch floor, stair treads in a common stairwell, or an exterior wall.

- iii. Defective paint surface: A surface on which the paint is cracking, scaling, chipping, peeling, or loose.
 - iv. Elevated blood level (EBL): Excessive absorption of lead. Excessive absorption is a confirmed concentration of lead in whole blood of 20 ug/dl (micrograms of lead per deciliter) for a single test or of 15-19 ug/dl in two consecutive tests 3-4 months apart.
 - v. HEPA: A high efficiency particle accumulator as used in lead abatement vacuum cleaners.
 - vi. Lead-based paint: A paint surface, whether or not defective, identified as having a lead content greater than or equal to 1 milligram per centimeter squared (mg/cm^2), or 0.5 % by weight or 5000 parts per million (PPM).
- b. Performance Requirements
- i. The purpose of this paragraph of this Section is to implement Section 302 of the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4822, by establishing procedures to eliminate as far as practicable the hazards of lead-based paint poisoning for units assisted under this part. This paragraph is issued under 24 CFR 35.24(b)(4) and supersedes, for all housing to which it applies, the requirements of subpart C of 24 CFR part 35.
 - ii. The requirements of this paragraph of this Section do not apply to 0-bedroom units, units that are certified by a qualified inspector to be free of lead-based paint, or units designated exclusively for the elderly. The requirements of subpart A of 24 CFR part 35 apply to all units constructed prior to 1978 covered by a HAP contract under part 982.
 - iii. If a dwelling unit constructed before 1978 is occupied by a family that includes a child under the age of six years, the initial and each periodic inspection (as required under this part) must include a visual inspection for defective paint surfaces. If defective paint surfaces are found, such surfaces must be treated in accordance with paragraph k of this Section.
 - iv. BHA may exempt from such treatment defective paint surfaces that are found in a report by a qualified lead-based paint inspector not to be lead-based paint, as defined in paragraph a.6 of this Section. For purposes of this Section, a qualified lead-based paint inspector is a State or local

health or housing agency, a lead-based paint inspector certified or regulated by a State or local health or housing agency, or an organization recognized by HUD.

- v. Treatment of defective paint surfaces required under this Section must be completed within 30 calendar days of BHA notification to the owner. When weather conditions prevent treatment of the defective paint conditions on exterior surfaces within the 30-day period, treatment as required by paragraph k of this Section may be delayed for a reasonable time.
- vi. The requirements in this paragraph apply to:
 - 1. All painted interior surfaces within the unit (including ceilings but excluding furniture);
 - 2. The entrance and hallway providing access to a unit in a multi-unit building; and
 - 3. Exterior surfaces up to five feet from the floor or ground that are readily accessible to children under six years of age (including walls, stairs, decks, porches, railings, windows and doors, but excluding outbuildings such as garages and sheds).
- vii. In addition to the requirements of paragraph iii of this Section, for a dwelling unit constructed before 1978 that is occupied by a family with a child under the age of six years with an identified EBL condition, the initial and each periodic inspection (as required under this part) must include a test for lead-based paint on chewable surfaces. Testing is not required if previous testing of chewable surfaces is negative for lead-based paint or if the chewable surfaces have already been treated.
- viii. Testing must be conducted by a State or local health or housing agency, an inspector certified or regulated by a State or local health or housing agency, or an organization recognized by HUD. Lead content must be tested by using an X-ray fluorescence analyzer (XRF) or by laboratory analysis of paint samples. Where lead-based paint on chewable surfaces is identified, treatment of the paint surface in accordance with paragraph k of this Section is required, and treatment shall be completed within the time limits in paragraph c of this Section.

- ix. The requirements in paragraph vii of this Section apply to all protruding painted surfaces up to five feet from the floor or ground that are readily accessible to children under six years of age:
 - 1. Within the unit;
 - 2. The entrance and hallway providing access to a unit in a multi-unit building; and
 - 3. Exterior surfaces (including walls, stairs, decks, porches, railings, windows and doors, but excluding outbuildings such as garages and sheds).
- x. In lieu of the procedures set forth in paragraph g of this Section, BHA may, at its discretion, waive the testing requirement and require the owner to treat all interior and exterior chewable surfaces in accordance with the methods set out in paragraph k of this Section.
- xi. Treatment of defective paint surfaces and chewable surfaces must consist of covering or removal of the paint in accordance with the following requirements:
 - 1. A defective paint surface shall be treated if the total area of defective paint on a component is:
 - a. More than 10 square feet on an exterior wall;
 - b. More than 2 square feet on an interior or exterior component with a large surface area, excluding exterior walls and including, but not limited to, ceilings, floors, doors, and interior walls;
 - c. More than 10% of the total surface area on an interior or exterior component with a small surface area, including, but not limited to, windowsills, baseboards and trim.

2. Acceptable methods of treatment are the following: removal by wet scraping, wet sanding, chemical stripping on or off site, replacing painted components, scraping with infra-red or coil type heat gun with temperatures below 1100 degrees, HEPA vacuum sanding, HEPA vacuum needle gun, contained hydroblasting or high-pressure wash with HEPA vacuum, and abrasive sandblasting with HEPA vacuum. Surfaces must be covered with durable materials with joint edges sealed and caulked as needed to prevent the escape of lead contaminated dust.
 3. Prohibited methods of removal are the following: open flame burning or torching, machine sanding or grinding without a HEPA exhaust, uncontained hydroblasting or high-pressure wash, and dry scraping except around electrical outlets or except when treating defective paint spots no more than two square feet in any one interior room or space (hallway, pantry, etc.) or totaling no more than twenty square feet on exterior surfaces.
 4. During exterior treatment soil and playground equipment must be protected from contamination.
 5. All treatment procedures must be concluded with a thorough cleaning of all surfaces in the room or area of treatment to remove fine dust particles. Cleanup must be accomplished by wet washing surfaces with a lead solubilizing detergent such as trisodium phosphate or an equivalent solution.
 6. Waste and debris must be disposed of in accordance with all applicable Federal, State, and local laws.
- xii. The owner must take appropriate action to protect residents and their belongings from hazards associated with treatment procedures. Residents must not enter spaces undergoing treatment until cleanup is completed. Personal belongings that are in work areas must be relocated or otherwise protected from contamination.
- xiii. Prior to execution of the HAP contract, the owner must inform BHA and the family of any knowledge of the presence of lead-based paint on the surfaces of the residential unit.

- xiv. BHA must attempt to obtain annually from local health agencies the names and addresses of children with identified EBLs and must annually match this information with the names and addresses of participants under this part. If a match occurs, BHA must determine whether local health officials have tested the unit for lead-based paint. If the unit has lead-based paint, BHA must require the owner to treat the lead-based paint. If the owner does not complete the corrective actions required by this Section, the family must be issued a voucher to move.
- xv. BHA must keep a copy of each inspection report for at least three years. If a dwelling unit requires testing, or if the dwelling unit requires treatment of chewable surfaces based on the testing, BHA must keep the test results indefinitely and, if applicable, the owner certification and treatment. The records must indicate which chewable surfaces in the dwelling units have been tested and which chewable surfaces were tested or tested and treated in accordance with the standards prescribed in this Section, such chewable surfaces do not have to be tested or treated at any subsequent time.
- xvi. The dwelling unit must be able to be used and maintained without unauthorized use of other private properties. The building must provide an alternate means of exit in case of fire (such as fire stairs or egress through windows).

10. Access

a. Performance Requirement

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

11. Site and Neighborhood

a. Performance Requirement

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

b. Acceptability Criteria

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

12. Sanitary Condition

a. Performance Requirement

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

b. Acceptability Criteria

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

13. Smoke Detectors

a. Performance Requirements

- i. Except as provided in paragraph b below of this Section, each dwelling unit must have at least one battery-operated or hard-wired smoke detector, in proper operating condition, on each level of the dwelling unit, including basements but excepting crawl spaces and unfinished attics. Smoke detectors must be installed in accordance with and meet the requirements of the National Fire Protection Association Standard (NFPA) 74 (or its successor standards). If the dwelling unit is occupied by any hearing-impaired person, smoke detectors must have an alarm system, designed for hearing-impaired persons as specified in NFPA 74 (or successor standards).
- ii. For units assisted prior to April 24, 1993, owners who installed battery-operated or hard-wired smoke detectors prior to April 24, 1993, in compliance with HUD's smoke detector requirements, including the regulations published on July 30, 1992 (57 FR 33846), will not be required subsequently to comply with any additional requirements mandated by NFPA 74 (i.e., the owner would not be required to install a smoke detector in a basement not used for living purposes, nor would the owner be required to change the location of the smoke detectors that have already been installed on the other floors of the unit).

19.4 Lead-Based Paint Requirements and Responsibilities

1. Exempt Units

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

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

2. Non-Exempt or Covered Units

For dwellings built before January 1, 1978, and occupied or to be occupied by assisted families with one or more children under age six (6), lead-based paint requirements apply to:

- a. The unit interior and exterior paint surfaces associated with the assisted unit:
and
- b. The common areas servicing the unit, including those areas through which residents must pass to gain access to the unit, and other areas frequented by resident children less than six (6) such as play areas, and child care facilities. Common areas also include garages and fences on the assisted property.

3. Responsibilities of the BHA and the Owner

- a. The BHA is responsible for the following activities:

- i. The visual assessment for deteriorated paint (i.e., peeling, chipping, flaking) surfaces at initial and annual inspections;
 - ii. Assuring that clearance examinations are conducted when required;
 - iii. Carrying out special requirements for children under age six who have environmental intervention blood lead levels as verified by a medical health care provider;
 - iv. Collecting data from the local health department on program participants under age six who have identified environmental intervention blood lead levels; and
 - v. Record keeping.
- b. Owners of units to be or that are assisted have the responsibility to:
- i. Disclose known lead-based paint hazards to all potential residents prior to execution of a lease;
 - ii. Provide all prospective families with a copy of Protect Your Family from Lead in Your Home or other EPA approved document;
 - iii. When necessary, perform paint stabilization to correct deteriorated paint;
 - iv. Each time paint stabilization is performed, notify the resident about the conduct of lead hazard reduction activities and clearance (if required);
 - v. Conduct lead hazard reduction activities when required by the BHA;
 - vi. Perform all work in accordance with HUD prescribed safe work practices and conduct clearance activities when required; and
 - vii. Perform ongoing maintenance. As part of ongoing maintenance, the owner must provide written notice to each assisted family asking the occupants to report deteriorated paint. The notice must include the name, address, and phone number of the person responsible for accepting the occupant's complaint.

Before the execution of the lease the owner is required to disclose any knowledge of lead-based paint or lead-based paint hazards in housing built prior

to 1978 to all prospective residents. The BHA will keep a copy of the disclosure notice executed by the owner and resident in the participant's file. The owner will keep the original disclosure notice and forward a copy of the notice to the BHA.

4. Qualified Inspector

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

5. Visual Assessment for Deteriorated Paint

The BHA during the conduct of initial, annual and any special inspections of pre-1978 units that are occupied or will be occupied by families with children under 6 years of age. The BHA will conduct a visual inspection for deteriorated paint surfaces at these locations:

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

6. Stabilization of Deteriorated Paint Surfaces

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

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

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

- a. 20 square feet on exterior surfaces;

- b. 2 square feet on an interior surface in a single room or interior space; or
- c. percent of individual small components (e.g., windowsills) on the interior or exterior.

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

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

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

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

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

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

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

Clearance Activities:

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

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

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

Below de minimis deteriorated paint surfaces:

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

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

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

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

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

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

Clearance Activities:

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

7. Requirements for Children with Environmental Intervention Blood Lead Level

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

If either the public health department or private medical health agency provides verification that the child has an environmental intervention blood lead level, the BHA will proceed to complete a risk assessment of the unit, common areas and exterior surfaces as outlined in Subsection 8 below. This requirement does not apply if the public health department has

already conducted an evaluation between the date the child's blood was last sampled and the receipt of notification of the child's condition.

If BHA receives a report of an environmental intervention blood lead level child from any source other than the public health department, the BHA will notify the public health department with five (5) business days.

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

8. Risk Assessment

Within fifteen (15) calendar days of the notification to BHA by a public health department or medical health care provider, BHA will complete a risk assessment of the dwelling unit, including common areas servicing the dwelling unit, if the child lived in the unit at the time the child's blood was sampled. If the public health department has already conducted an evaluation between the date the child's blood was last sample and the receipt of notification of the child's condition, the risk assessment by the BHA is not required.

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

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

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

9. Hazard Reduction

The owner must complete reduction of identified lead-based paint hazards as identified in the risk assessment as outlined in Subsection 8 of this Section within thirty (30) calendar days (or date specified by the BHA if an extension is granted for exterior surfaces).

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

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

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

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

Failure by the owner to complete hazard reduction activities (including clearance) within thirty (30) calendar days (or later if BHA grants an extension for exterior surfaces) of notification constitutes a violation of HQS, and appropriate action against the owner will be taken if a program family occupies the unit. If the unit is vacant when BHA notifies the owner, the unit may not be reoccupied by another assisted family, regardless of the ages of children in the family, until compliance with the lead-based paint requirement is completed.

10. BHA Data Collection and Record Keeping

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

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

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

BHA will inform owners of lead-based paint regulations especially those related to prohibited and safe work practices, resident protection during lead-based paint activities,

and notification requirements. This will be accomplished through written material provided by BHA.

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

The BHA will track all known environmental intervention blood lead level children (of program families) until the child reaches age six. This will assure that all BHA required activities are being addressed in a timely manner and that inspections conducted on behalf of the family will include the inspection for deteriorated paint.

19.5 Exceptions to the HQS Acceptability Criteria

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

1. In each room, there will be at least one exterior window that can be opened and that contains a screen.
2. Owners will be required to scrape peeling paint and repaint all surfaces cited for peeling paint with 2 coats of non-lead paint. An extension may be granted as a severe weather-related item as defined below.
3. Adequate heat shall be considered to be 68 degrees.
4. In units where the tenant must pay for utilities, each unit must have separate metering device(s) for measuring utility consumption.
5. A ¾" overflow pipe must be present on the hot water heater safety valves.

19.6 Time Frames and Corrections of HQS Fail Items

1. Correcting Initial HQS Fail Items

The BHA will schedule a timely inspection of the unit on the date the owner indicates that the unit will be ready for inspection, or as soon as possible thereafter (within 5 business days) upon receipt of a Request for Tenancy Approval. The owner will be notified in writing of the results of the inspection. If the unit fails HQS again, the owner and the participant will be advised to notify the BHA to reschedule a re-inspection when the repairs have been properly completed.

On an initial inspection, the owner will be given up to 30 days to correct the items noted as failed, depending on the extent of the repairs that are required to be made. No unit will be placed in the program until the unit meets the HQS requirements.

2. HQS Fail Items for Units under Contract

The owner or participant will be given time to correct the failed items cited on the inspection report for a unit already under contract. If the failed items endanger the family's health or safety (using the emergency item list in Section 12.6), the owner or participant will be given 24 hours to correct the violations. For less serious failures, the owner or participant will be given up to 30 days to correct the failed item(s).

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

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

3. Time Frames for Corrections

- a. Emergency repair items must be abated within 24 hours.
- b. Repair of refrigerators, range and oven, or a major plumbing fixture supplied by the owner must be abated within 72 hours.
- c. Non-emergency items must be completed within 10 days of the initial inspection.
- d. For major repairs, the owner will have up to 30 days to complete.

4. Extensions

At the sole discretion of the BHA, extensions of up to 30 days may be granted to permit an owner to complete repairs if the owner has made a good faith effort to initiate repairs. If repairs are not completed within 60 days after the initial inspection date, the BHA will abate the rent and cancel the HAP contract for owner noncompliance. Appropriate extensions will be granted if a severe weather condition exists for such items as exterior painting and outside concrete work for porches, steps, and sidewalks.

19.7 *Emergency Fail Items*

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

1. No hot or cold water
2. No electricity
3. Inability to maintain adequate heat
4. Major plumbing leak
10. Natural gas leak
11. Broken lock(s) on first floor doors or windows.
12. Broken windows that unduly allow weather elements into the unit
13. Electrical outlet smoking or sparking
14. Exposed electrical wires which could result in shock or fire
15. Unusable toilet when only one toilet is present in the unit
16. Security risks such as broken doors or windows that would allow intrusion
17. Other conditions which pose an immediate threat to health or safety

19.8 *Abatement*

When a unit fails to meet HQS and the owner has been given an opportunity to correct the deficiencies, but has failed to do so within in the required timeframe, the rent for the dwelling unit will be abated.

The initial abatement period will not exceed 7 days. If the corrections of deficiencies are not made within the 7-day timeframe, the abatement will continue until the HAP contract is terminated. When the deficiencies are corrected, the BHA will end the abatement the day the unit passes inspection. Rent will resume the following day and be paid the first day of the next month.

For tenant caused HQS deficiencies, the owner will not be held accountable and the rent will not be abated. The tenant is held to the same standard and timeframes for correction of deficiencies as

owners. If repairs are not completed by the deadline, the BHA will send a notice of termination to both the tenant and the owner. The tenant will be given the opportunity to request an informal hearing.

20.0 RECERTIFICATION

20.1 Changes in Lease or Rent

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

Owners must notify the BHA of any changes in the amount of the rent at least sixty (60) days before the changes go into effect. Any such changes are subject to the BHA determining them to be reasonable.

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

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

The approval of the BHA is not required for changes other than those specified above.

20.2 Annual Reexamination

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

BHA will send a notification letter to the family letting them know that it is time for their annual reexamination and scheduling an appointment, or advising them they can mail their forms for streamline processing. The letter includes forms for the family to complete in preparation for the interview. The letter includes instructions permitting the family to reschedule the interview if

necessary. The letter tells families who may need to make alternate arrangements due to a disability that they may contact staff to request an accommodation of their needs.

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

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

Also, during the recertification, each household shall be asked whether any member is subject to the lifetime registration requirement under a state registration program. BHA will verify this information using the Dru Sjodin National Sex Offender Database and document this information in the same method used at admission. For any admissions after June 25, 2001 (the effective date of the Screening and Eviction for Drug Abuse and Other Criminal Activity final rule), if the recertification screening reveals that the tenant or a member of the tenant's household is subject to a lifetime sex offender registration requirement, or that the tenant has falsified information or otherwise failed to disclose his or her criminal history on their application and/or recertification forms, BHA will pursue termination of subsidy.

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

20.3 Effective Date of Rent Changes for Annual Reexaminations

The new family share will generally be effective upon the anniversary date with 45 days' notice of any rent increase to the family.

If the rent determination is delayed due to a reason beyond the control of the family, then any rent increase will be effective after the required 45 days' notice. If the new rent is a reduction and the delay is beyond the control of the family, the reduction will be effective on the anniversary date.

If the family caused the delay, then any increase will be effective on the anniversary date. Any reduction will be effective the first of the month after the rent amount is determined. The 45-day notice is waived for repayment purposes and can be calculated to the date the increase would have been effective.

20.4 Missed Appointments

If the family fails to respond to the letter and fails to attend the interview, a second letter will be mailed. The second letter will advise of a new time and date for the interview, allowing for the same considerations for rescheduling and accommodation as above. The letter will also advise that failure by the family to attend the second scheduled interview will result in the BHA taking action to terminate the family's assistance.

20.5 Interim Reexaminations

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

Families are required to report any increase in income or decreases in allowable expenses between annual reexaminations. Tenants must report in writing any increase in income within 10 days of the occurrence. Failure to report within 10 days may result in a retroactive rent charge.

Decreases in income will result in a lower rent payment by the family for the next month and increases will take effective the first of the second month.

Families are required to report the changes in writing to the BHA between regular reexaminations. If the family's rent is being determined under the income method, these changes will trigger an interim reexamination. The family shall report these changes within ten (10) days of their occurrence in writing.

1. A member has been added to the family through birth or adoption or court-awarded custody.
2. A household member is leaving or has left the family unit.

In order to add a household member other than through birth or adoption (including a live-in aide), the family must request that the new member be added to the lease. In addition they need to obtain and provide to BHA written approval from their landlord to add the person to the lease. Before adding the new member to the lease, the individual must complete an application form stating their income, assets, and all other information required of an applicant. The individual must provide their Social Security number if they have one and must verify their citizenship/eligible immigrant status. (Their housing will not be delayed due to delays in verifying eligible immigrant status other than delays caused by the family.) The new family member will go through the screening process similar to the process for applicants. The BHA will determine the eligibility of the individual before adding them to the lease. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal review. If they are found to be eligible and do pass the screening criteria, their name will be added to the lease. At the same time, if the family's rent is being determined under the

income method, the family's annual income will be recalculated taking into account the circumstances of the new family member. The effective date of the new rent will be in accordance with Section 15.8.

3. Family break-up

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

- a. To whom the voucher was issued.
- b. The interest of minor children or of ill, elderly, or disabled family members.
- c. Whether the assistance should remain with the family members remaining in the unit.
- d. If the family break-up results from an occurrence of domestic violence, dating violence, stalking, or sexual assault, the BHA will ensure that the victim retains assistance. The factors to be considered in making this decision include:
 - i. Whether the assistance should remain with family members remaining in the original assisted unit.
 - ii. The interest of minor children or of ill, elderly, or disabled family members.
 - iii. Whether family members are forced to leave the unit as a result of actual or threatened domestic violence, dating violence, stalking or sexual assault.
 - iv. Whether any of the family members are receiving protection as victims of domestic violence, dating violence, stalking, or sexual assault and whether the abuser is still in the household.

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

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

BHA will issue a determination within 10 business days of the request for a determination. The family member requesting the determination may request an informal hearing as provided in this Admin Plan.

20.6 Special Reexaminations

If a family's income is too unstable to project for twelve (12) months, including families that temporarily have no income (0 renters) or have a temporary decrease in income, BHA may schedule special reexaminations every thirty (30) days until the income stabilizes and an annual income can be determined.

20.7 Effective Date of Rent Changes Due to Interim or Special Reexaminations

Unless there is a delay in reexamination processing caused by the family, any rent increase will be effective the first of the second month after the month in which the family receives notice of the new rent amount. If the family causes a delay, then the rent increase will be effective with 45 days' notice to the tenant. However the repayment will be retroactive to the original effective date had the delay not occurred. The forty-five-day notice is waived for repayment purposes.

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

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

BHA will always process an interim increase in rent if it found that the resident at an annual or interim reexamination has misrepresented or failed to report the facts upon which the rent is based so that the rent the resident is paying is less than the rent that he/she should have been charged. BHA will provide the tenant with the required 45 days' notice of the increase. However, the tenant will have to repay retroactive to the effective date if the delay had not occurred. Failure to report accurate information is also grounds for initiating termination proceedings.

20.8 BHA Mistakes in Calculating Rent

If BHA makes a mistake in calculating a resident's rent contribution and overcharges the resident, the resident shall receive a refund for the amount of the mistake going back a maximum of twenty-four (24) months. The refund shall be given to the resident as soon as practical or credited to the resident's account, whichever the resident desires unless the resident owes BHA money in which

case the debt shall be offset to the degree possible before the resident chooses between the two refund methods.

21.0 TERMINATION OF ASSISTANCE TO THE FAMILY BY THE BHA

BHA may at any time terminate program assistance for a participant because of any of the following actions or inactions by the household:

1. If the family violates any family obligations under the program;
2. If the family was evicted from housing assisted under the HCV program for serious violations of the lease;
3. If a family member fails to sign and submit consent forms;
4. If a family fails to establish citizenship or eligible immigrant status and is not eligible for or does not elect continuation of assistance, pro-ration of assistance, or temporary deferral of assistance. If BHA determines that a family member has knowingly permitted an ineligible non-citizen (other than any ineligible non-citizens listed on the lease) to permanently reside in their HCV unit, the family's assistance will be terminated. Such family will not be eligible to be readmitted to HCV for a period of 24 months from the date of termination;
5. Have a household member who is currently engaging in illegal use of a drug;
6. Have a household member whose pattern of illegal drug use interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents. The members of the household may not engage in drug-related criminal activity, other violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises." The use of medical marijuana is not included in this ban;
7. Have a household member who has ever been convicted of drug-related criminal activity for the manufacture or production of methamphetamine on the premises of federally assisted housing; **(DENIED FOR LIFE)**
8. Have a household member who is subject to a registration requirement under a State or National sex offender registration program;

9. If any member of the family commits drug-related or violent criminal activity in violation of this Admin Plan and 24 CFR 982.551;
10. Have a household member whose abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents;
11. Have a household member who is a fugitive felon, parole violator or person fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees;
12. Have a family member who violates any family obligations under the program;
13. Have a family member who has been evicted from federally assisted housing in the last five years;
14. Have a family member that BHA has ever terminated assistance for under the program;
15. Have a family member that has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program;
16. Currently owes rent or other amounts to BHA or to another Housing Authority in connection with HCV or public housing assistance under the 1937 Act;
17. Have not reimbursed any PHA for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease;
18. Have breached an agreement with PHA to pay amounts owed to a PHA, or amounts paid to an owner by a PHA;
19. Have engaged in or threatened abusive or violent behavior towards any BHA staff member or resident;
20. If a welfare-to-work (WTW) family fails, willfully and persistently, to fulfill its obligations under the welfare-to-work voucher program.

For purposes of this section, the BHA may terminate assistance for criminal activity by a household member as authorized in this section. BHA will consider the following factors:

1. The seriousness of the offending action, especially with respect to how it would affect the safety and security of other residents.

2. The extent of participation or culpability of the leaseholder, other household members, in the offending action, including whether the culpable member is a minor, a person with disabilities, or a victim of domestic violence, dating violence, sexual assault, or stalking.
3. The effects that the termination will have on other family members who were not involved in the action or failure to act.
4. The demand for assistance by eligible families who will adhere to program obligations.
5. The extent to which the participant has shown personal responsibility and whether they have taken all reasonable steps to prevent or mitigate the offending action.
6. The length of time since the violation occurred, the family's recent history and the likelihood of favorable conduct in the future.
7. Any addiction recovery programs and/or rehabilitation efforts taken since the conviction.

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

21.1 The EIV's Deceased Tenants Report

BHA shall generate the EIV's Deceased Tenants Report monthly shortly before disbursing HAP payments to owners to see if the system flags deceased residents. BHA shall review the report and follow up with any listed families immediately and take any necessary corrective action as set forth in PIH Notice 2010-50 or successor publications.

If it is a single member household, notify the owner in writing of the deceased Head of Household and suspend HAP payments for any month following the month in which the death occurred. If the property is occupied by a live-in-aide to the deceased person, the assistance will end and the landlord and aide must decide on the future of the aide's tenancy.

If an owner received HAP for any month in which the owner was ineligible to receive HAP because of a deceased tenant, the BHA will immediately notify the owner in writing of the ineligible HAP and require the owner to repay the overpayment within 30 days. If the owner does not comply, the

BHA will deduct the amount due to the Agency from any amounts due to the owner under any other HAP contract. If there is no other HAP contract with the owner, the BHA may seek and obtain additional relief by judicial order or action in accordance with state and local laws.

If the remaining member of a tenant family is a minor or minors, it may be necessary for an adult to temporarily move into a unit to serve as a guardian for children residing in the unit. The income received by the temporary guardian will be counted in determining family income. Although typically a criminal background check is required before anyone can receive Housing Choice Voucher assistance, this requirement will be waived for a guardian in this situation. Instead, the background check will occur after the person moves in. If the results of the check dictate that the person is ineligible for the program, the family shall be given a reasonable time to find a replacement guardian or lose the assistance.

22.0 COMPLAINTS, INFORMAL REVEIWS FOR APPLICANTS, HEARINGS FOR PARTICIPANTS

22.1 Complaints

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

22.2 Informal Review for the Applicant

1. Informal Review for the Applicant

BHA will give an applicant for participation in the HCV Existing Program prompt notice of a decision denying assistance to the applicant. The notice will contain a brief statement of the reasons for BHA decision. The notice will state that the applicant may request an informal review within 7 business days of the denial and will describe how to obtain the informal review. Before BHA denies admission to the HCV program on the basis of a criminal record, BHA must notify the household of the proposed action and must provide the person with the criminal record. And the (head of household) c copy of the criminal record and an opportunity to dispute the accuracy and relevance of that record. The applicant will have ten (10) calendar days to dispute the accuracy and relevance of the record in writing. If BHA does not receive the dispute within the allotted time, the applicant will be denied.

2. When an Informal Review is not Required

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

- a. A determination of the family unit size under the BHA subsidy standards.
- b. A BHA determination not to approve an extension or suspension of a voucher term.
- c. A BHA determination not to grant approval to lease a unit under the program or to approve a proposed lease.
- d. A BHA determination that a unit selected by the applicant is not in compliance with HQS.
- e. A BHA determination that the unit is not in accordance with HQS because of family size or composition.
- f. General policy issues or class grievances.
- g. Discretionary administrative determinations by the BHA.

3. Informal Review Process

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

- c. The review will be conducted by any person or persons designated by the BHA other than the person who made or approved the decision under review or a subordinate of this person.
- d. The applicant will be given an opportunity to present written or oral objections to the BHA decision.
- e. The BHA will notify the applicant of the BHA decision after the informal review within 14 calendar days. The notification will include a brief statement of the reasons for the final decision.

4. Considering Circumstances

In deciding whether to terminate assistance because of action or inaction by members of the family, BHA may consider all of the circumstances in each case, including the seriousness of the case, the extent of participation or culpability of individual family

members, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure.

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

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

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

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

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

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

22.3 Grievance Hearings for Participants

BHA will follow the public housing grievance policy for HCV participants.

23.0 TERMINATION OF THE LEASE AND CONTRACT

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

1. Termination of the Lease

a. By the family

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

b. By the owner

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

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

- i. The seriousness of the offending action;
- ii. The effect on the community of denial or termination or the failure of the owner to take such action;
- iii. The extent of participation by the leaseholder in the offending action;
- iv. The effect of denial of admission or termination of tenancy on household members not involved in the offending activity;

- v. The demand for assisted housing by families who will adhere to lease responsibilities;
- vi. The extent to which the leaseholder has shown personal responsibility and taken all reasonable steps to prevent or mitigate the offending action;
- vii. The effect of the owner's action on the integrity of the program.

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

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

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

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

- i. Serious or repeated violations of the terms or conditions of the lease;
- ii. Violation of Federal, State, or local law that imposes obligations on the participant in connection with the occupancy or use of the unit and its premises;
- iii. Criminal activity by the household, a guest, or another person under the control of the household that threatens the health, safety, or right to peaceful enjoyment of the premises by other persons (including property management staff) residing on the premises or in the immediate vicinity of the premises;
- iv. Any drug-related or violent criminal activity engaged in on or near the premises by any resident, household member, or guest, or such activity

engaged in on the premises by any other person under the tenant's control, is grounds for the owner to terminate tenancy;

- v. When the owner determines that a household member is illegally using a drug or when the owner determines that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
- vi. If a participant is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or violating a condition of probation or parole imposed under Federal or State law.
- vii. If the tenant is violating a condition of probation or parole imposed under Federal or State law.
- viii. Other good cause. Other good cause may include, but is not limited to:
 - 1. Failure by the family to accept the offer of a new lease;
 - 2. Family history of disturbances of neighbors or destruction of property, or living or housekeeping habits resulting in damage to the property or unit;
 - 3. The owner's desire to utilize the unit for personal or family use or for a purpose other than use as a residential rental unit;
 - 4. A business or economic reason such as sale of the property, renovation of the unit, desire to rent at a higher rental amount.

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

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

- ii. The owner may only evict the participant by instituting court action after or simultaneously providing written notice to the participant specifying the grounds for termination. The owner must give BHA a copy of any owner eviction notice to the participant at the same time that the owner gives the notice to the participant.
 - iii. The owner may terminate the contract at the end of the initial lease term or any extension of the lease term without cause by providing notice to the family that the lease term will not be renewed.
 - c. By mutual agreement
- The family and the owner may at any time mutually agree to terminate the lease, in writing and signed by both parties.

2. Termination of the Contract

a. Automatic termination of the contract

- i. If the BHA terminates assistance to the family, the contract terminates automatically.
- ii. If the family moves out of the unit, the contract terminates automatically.
- iii. 180 calendar days after the last housing assistance payment to the owner.

b. Termination of the contract by the owner

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

c. Termination of the HAP contract by the BHA

BHA may terminate the HAP contract because:

- i. BHA has terminated assistance to the family.
- ii. The unit does not meet HQS space standards because of an increase in family size or change in family composition.

- iii. When the family breaks up and the BHA determines that the family members who move from the unit will continue to receive the assistance.
- iv. The BHA determines that there is insufficient funding in their contract with HUD to support continued assistance for families in the program.
- v. The owner has breached the contract in any of the following ways:
 - 1. If the owner has violated any obligation under the HAP contract for the dwelling unit, including the owner's obligation to maintain the unit in accordance with the HQS.
 - 2. If the owner has violated any obligation under any other housing assistance payments contract under HCV of the 1937 Act.
 - 3. If the owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program.
 - 4. For projects with mortgages insured by HUD or loans made by HUD, if the owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement.
 - 5. If the owner has engaged in drug -related criminal activity or any violent criminal activity.
 - 6. If a welfare-to-work family fails to fulfill its obligations under the welfare-to-work voucher program.
- d. Final HAP payment to owner

The HAP payment stops when the lease terminates. If the owner has begun eviction proceedings and the family continues to occupy the unit, BHA will continue to make payments until the owner obtains a judgment or the family moves out.

24.0 VIOLENCE AGAINST WOMEN ACT PROTECTIONS

24.1 Protection

The Violence Against Women Act (“VAWA”) provides special protections to applicants and participants in the HCV Program who are victims of domestic violence, dating violence, sexual assault, or stalking. Despite its name, protections under VAWA are not limited to women. Victims of domestic violence, dating violence, sexual assault, or stalking are eligible for protection without regard to sex, gender identity, or sexual orientation. In addition, victims will not be discriminated against on the basis of any other protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age.

An applicant for assistance or tenant/participant assisted under a covered housing program may not be denied admission to, denied assistance under, terminated from participation in, or evicted from the housing on the basis or as a *direct result* of the fact that the applicant or tenant/participant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or tenant/participant otherwise qualifies for admission, assistance, participation, or occupancy.

The tenant may not be denied tenancy or occupancy rights solely on the basis of criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking if: (i) The criminal activity is engaged in by a member of the household of the tenant or any guest or other person under the control of the tenant, and (ii) The tenant or an affiliated individual of the tenant is the victim or threatened victim of such domestic violence, dating violence, sexual assault or stalking.

An incident of actual or threatened domestic violence, dating violence, sexual assault, or stalking shall not be construed as: (i) a serious or repeated violation of the lease executed under a covered housing program by the victim or threatened victim of such incident; or (ii) good cause for terminating the assistance, tenancy, or occupancy rights of the victim of such violence.

BHA may terminate assistance and an owner may terminate a lease and evict a tenant if the owner can demonstrate an actual and imminent threat to other residents or to those employed at or providing goods or services to the site in which the unit is located if the resident’s tenancy is not terminated.

BHA may terminate assistance and an owner may terminate a lease and evict a tenant based on any violation of a lease not premised on an act of domestic violence, dating violence, sexual assault, or stalking against the tenant or household member, and such a tenant will not be subjected to a more demanding standard than other tenants in making the determination whether to evict or terminate assistance.

An owner or property manager may bifurcate a lease in order to evict, remove, or terminate assistance to any person who is a tenant or a lawful occupant under a lease when such person engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual. This action will be taken without

regard to whether the household member is a signatory to the lease and without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such violence who is also a tenant or lawful occupant.

BHA, an owner, and/or property manager will honor court orders regarding the rights of access or control of property, including civil protection order issued to protect a victim of domestic violence, dating violence, sexual assault or stalking or the distribution or possession of property among members of a household.

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

24.2 Eligibility

VAWA protections may also be exercised by or on behalf of a minor victim.

VAWA protections are only available for tenants and participants. Guests, unassisted members, and live-in aides of the family are ineligible for VAWA protections. However, a tenant may request VAWA protections on the grounds that a live-in aid is a victim of domestic violence, dating violence, sexual assault, or stalking.

24.3 Verification

To receive protection under VAWA, a tenant must request it. BHA is not independently required to identify whether a tenant has been a victim of domestic violence, dating violence, sexual assault, or stalking.

BHA requires written documentation in all cases where an individual represents to BHA that the individual is a victim of domestic violence, dating violence, sexual assault, or stalking and is entitled to the protections or remedies under VAWA.

The submission of false information may be a basis for denial of admission, termination of assistance, or eviction.

1. Requirement for Verification. An applicant or tenant shall submit, as documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking, one of the following forms of documentation:
 - a. Form HUD-5382;
 - b. A document:

- i. Signed by an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, “professional”) from whom the victim has sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse;
 - ii. Signed by the applicant or tenant; and
 - iii. That specifies, under penalty of perjury, that the professional believes in the occurrence of the incident of domestic violence, dating violence, sexual assault, or stalking that is the ground for protection and remedies under this subpart, and that the incident meets the applicable definition of domestic violence, dating violence, sexual assault, or stalking; or
 - c. A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
 - d. BHA, in its sole discretion, may accept a statement or other evidence provided by a tenant or applicant.
2. Time allowed to provide documentation/ failure to provide. An individual who claims protection against adverse action pursuant to VAWA and who is required to provide the documentation set forth above must provide such documentation within 14 business days after receipt of the written request for such documentation. During this period, BHA will take no adverse action against the individual.

BHA may, in its sole discretion, extend the time period to submit the required documentation. In exercising its discretion, BHA may consider the following non-exclusive set of factors: disability; limited English proficiency; absence from the unit due to hospitalization or time spent in an emergency shelter; administrative delays in obtaining third-party records; danger of further violence; and the need of the victim to address health or safety issues.

Failure to provide documentation within 14 business days after receipt of the written request for that documentation or within the designated extension period may result in loss of protection under VAWA and result in an adverse action being taken against the individual.

3. Determining whether an adverse factor is a direct result of domestic violence, dating violence, sexual assault or stalking. A tenant who has informed BHA that they are a victim of domestic violence, dating violence, sexual assault, or stalking must provide enough information to BHA to allow it to make a determination regarding the adverse factor they are claiming was a direct result of domestic violence, dating violence, sexual assault, or stalking.

If BHA believes any information from a tenant is not clear, it will speak to the victim and try to clarify the information. After BHA has received the information from the tenant or applicant, and if necessary, clarified this information with the tenant or applicant, BHA will make an objectively reasonable determination, based on all the circumstances, whether the adverse factor is a direct result of the fact that the applicant or tenant/participant is a victim of domestic violence, dating violence, sexual assault, or stalking.

4. Managing conflicting documentation. In cases where BHA receives documentation that contains conflicting information, BHA may require an applicant or tenant to submit third-party documentation described above, within 30 calendar days of the date of the request for the third-party documentation. If an applicant or tenant responds with third-party documentation that meets the required criteria and supports the applicant's or tenant's request, BHA is prohibited from requiring further documentation. However, if an applicant or tenant does not submit third-party documentation within the required time period or submits documentation that does not meet the required criteria, BHA may not accept the applicant's or tenant's assertion of victim status for purposes of VAWA protections.
5. Documentation that conflicts with BHA's information. BHA is prohibited from conducting further fact finding for the purpose of trying to verify the "validity" of an applicant or tenant's status as victim for purposes of VAWA. However, if BHA already has or regularly receives reliable information that conflicts with the submitted documentation, BHA may require third-party documentation status, based on the information outside of the submitted documentation. If the applicant or tenant subsequently does not submit third-party documentation, or only submits third-party documentation that contains conflicting information, BHA may deny VAWA protections.
6. Denial. BHA's denial of VAWA protection is subject to its grievance procedure.
7. An owner is not required to ask for documentation when an individual presents a claim for VAWA protection. If the owner chooses to request an individual to document their

claim of domestic violence, dating violence, sexual assault, or stalking, the owner must make such request in writing. The individual may satisfy this request by providing any one document type listed under 24 C.F.R. § 5.2007(b)(1).

24.4 Lease Bifurcation

In instances where the owner allows for lease bifurcation as remedy to an incident of domestic violence, dating violence, sexual assault, or stalking, the owner may (but is not required to) bifurcate the lease, which evicts or removes the perpetrator from the unit without evicting or removing the victim from the unit. If the owner does bifurcate the lease, the owner must immediately notify BHA of the change in the lease and provide a copy of all such changes to BHA. Except for BHA-owned units, BHA is not a party to the lease and therefore cannot bifurcate a lease agreement between an owner and a tenant. It is up to the owner to bifurcate the family's lease to evict or remove the perpetrator from the unit.

Bifurcating the lease and evicting certain family members may have consequences for both the owner and the family. For example, a change in family size and composition may impact the determination of the appropriate number of bedrooms and the amount of subsidy paid by BHA to the owner. To the extent that the change would adversely impact the subsidy standard for the family, BHA may grant an exception to its established subsidy standards if BHA determines that the exception is justified by the age, sex, health, handicap, or relationship of family members, or other personal circumstances. (See 24 CFR 982.402(b)(8).) BHA may adopt a policy to include an instance of domestic violence, dating violence, sexual assault, or stalking under other personal circumstances.

A best practice in the event an owner will bifurcate the lease as a result of domestic violence, dating violence, sexual assault, or stalking, is for the owner to refer the family to BHA in advance of the bifurcation. This may allow BHA to offer assistance or otherwise provide service referrals to the victim in advance of the bifurcation.

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

1. Requested or consented to in writing by the individual in a time-limited release;
2. Required for used in an eviction proceeding or hearing regarding termination of assistance from the covered program; or
3. Otherwise required by applicable law.

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

24.5 Lease Revision Resulting from Domestic Violence, Dating Violence, Sexual Assault, or Stalking

BHA may encourage owners to allow tenants out of their lease if a family member is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and the family needs to move out to protect the health or safety of the victim. BHA may not terminate assistance if the family moves out of the unit with or without prior notification as required by 24 CFR 982.354, in violation of the lease in order to protect the health or safety of the victim, as the victim reasonably believed they were imminently threatened by harm from further violence if they remained in the dwelling unit. Similarly, if the family moves out of the assisted unit in violation of the lease in order to protect the health or safety of a family member who is or has been the victim of domestic violence, dating violence, sexual assault, or stalking and who reasonably believed they were imminently threatened by harm from further violence if they remained in the dwelling unit, and has otherwise complied with all other obligation under the HCV program, the family may receive a voucher from BHA and move to another jurisdiction. However, any family member that has been the victim of a sexual assault that occurred on the premises during the 90-calendar-day period preceding the family's move or request to move is not required to believe that they were threatened with imminent harm from further violence if they remained in the dwelling unit.

State or local law may have protections for victims beyond those in VAWA or HUD regulations. Nothing in VAWA should be construed to supersede any provision of any Federal, State, or local law that provides greater protection than VAWA for victims of domestic violence, dating violence, sexual assault, or stalking; as such, owners in jurisdictions that provide greater protections for victims must grant those protections for victims.

When the entire family moves from the contract unit for any reason, including to protect the health or safety of the family member that is or has been the victim of domestic violence, dating violence, sexual assault, or stalking, the HAP contract terminates automatically. BHA will not pay HAP to the owner of the previously occupied unit once the family moves out.

If the perpetrator remains in the unit, BHA will continue to pay the owner until it terminates the perpetrator from the HCV Program.

If the HAP contract terminates for any reason, the lease terminates automatically. If a family moves out of the property at any time during the month, the owner may keep the housing assistance payment (HAP) for the month when the family moves out of the unit.

In the event BHA executes a new HAP contract with a new owner after the victim moves out of the original unit to protect his or her health or safety, BHA must not disclose the victim's new

address (or any other information collected on the new HAP contract) to the original owner, as the information collected in the HAP contract is protected by the Privacy Act.

24.6 Emergency Transfer Plans

BHA allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant's current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation. The ability of BHA to honor such request for tenants currently receiving assistance, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether it has another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy.

1. **Eligibility for Emergency Transfers.** A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking is eligible for an emergency transfer, if: the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit. If the tenant is a victim of sexual assault, the tenant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer.

A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in the Emergency Transfer Plan, which BHA has adopted and which may be amended from time-to-time.

Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements.

2. **Emergency Transfer Request Documentation.** To request an emergency transfer, the tenant shall notify BHA's management office and submit a written request for a transfer. BHA will provide reasonable accommodations to this policy for individuals with disabilities. The tenant's written request for an emergency transfer should include either:
 - a. A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under BHA's program; or
 - b. A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant's request for an emergency transfer.

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

If it has no safe and available units for which a tenant who needs an emergency transfer is eligible, BHA will assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move. In this instance, BHA may decide to offer the tenant a Voucher, including an Emergency Housing Voucher (“EHV”) in accordance Notice PIH 2021-15, if available. If an EHV is not available at the time, BHA may place tenant on a waiting list for an EHV.

A participant in the HCV Program who meets the requirements for an emergency transfer may move. Such a request would be subject to the policies set forth in this Administrative Plan, including but not limited to policies regarding family break up, moving, and/or portability.

At the tenant’s request, BHA will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking.

24.7 Confidentiality

All information provided under VAWA including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking, shall be retained in confidence.

Employees of BHA will not have access to the information unless explicitly authorized by BHA for reasons that specifically call for these individuals to have access to such information under applicable federal, state, or local law.

In addition, BHA will not enter this information into any shared database or disclose this information to any other entity or individual except to the extent that the disclosure is:

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

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

BHA shall provide notice to applicants and tenant/participants of their rights under VAWA including their right to confidentiality and the limits thereof.

In addition to the foregoing, information submitted by a participant to an owner, including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking, must be maintained in confidence.

24.8 Definitions

Actual and imminent threat 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.

Affiliated individual, with respect to an individual, means:

- a. 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
- b. Any individual, tenant, or lawful occupant living in the household of that individual.

Bifurcate means to divide a lease as a matter of law, subject to the permissibility of such process under the requirements of the applicable HUD-covered program and State or local law, such that certain tenants or lawful occupants can be evicted or removed and the remaining tenants or lawful occupants can continue to reside in the unit under the same lease requirements or as may be revised depending upon the eligibility for continued occupancy of the remaining tenants and lawful occupants.

Covered housing provider refers to the individual or entity under a covered housing program, and as defined by each program in its regulations, that has responsibility for the administration and/or oversight of VAWA protections and includes PHAs, sponsors, owners, mortgagors, managers, State and local governments or agencies thereof, nonprofit or for-profit organizations or entities.

Dating violence means violence committed by a person:

- a. Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
- b. Where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - 1. The length of the relationship;
 - 2. The type of relationship; and
 - 3. The frequency of interaction between the persons involved in the relationship.

Domestic violence includes felony or misdemeanor crimes of violence committed by:

- a. a current or former spouse or intimate partner of the victim,
- b. by a person with whom the victim shares a child in common,
- c. by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner,
- d. 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
- e. 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.

The term “**spouse or intimate partner of the victim**” 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.

Sexual assault means any nonconsensual sexual act proscribed by Federal, Tribal, or State law, including when the victim lacks capacity to consent.

Stalking means engaging in a course of conduct directed at a specific person that would cause a reasonable person to:

- (1) Fear for the person's individual safety or the safety of others; or
- (2) Suffer substantial emotional distress.

25.0 CHARGES AGAINST THE HCV ADMINISTRATIVE FEE RESERVE

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

The BHA Board of Commissioners authorizes the Executive Director to expend without prior Board approval up to **\$2,500** for authorized expenditures.

Any item(s) exceeding **\$2,500** will require prior Board of Commissioner approval before any charge is made against the HCV Administrative Fee Reserve.

26.0 INTELLECTUAL PROPERTY RIGHTS

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

27.0 BHA OWNED HOUSING

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

1. The BHA will make available through the briefing process both orally and in writing the availability of BHA owned units (notification will also include other properties owned/managed by the private sector available to Housing Choice Voucher holders).
2. The BHA will obtain the services of an independent entity to perform the following BHA functions:

- a. Determine rent reasonableness for the unit. The independent entity will communicate the rent reasonableness determination to the family and the BHA.
 - b. To assist the family in negotiating the rent.
 - c. To inspect the unit for compliance with HQS.
3. The BHA will gain HUD approval for the independent agency/agencies utilized to perform the above functions.
4. The BHA will compensate the independent agency/agencies from our ongoing administrative fee income.
5. The BHA, or the independent agency/agencies, will not charge the family any fee or charge for the services provided by the independent agency.

28.0 QUALITY CONTROL OF HCV PROGRAM

In order to maintain the appropriate quality standards for the HCV program, BHA will regularly (at least annually) review files and records to determine if the work documented in the files or records conforms to program requirements. This shall be accomplished by a supervisor or another qualified person other than the one originally responsible for the work or someone subordinate to that person. The number of files and/or records checked shall be at least equal to the number specified in the HCV Management Assessment Program (SEMAP) for our size PHA.

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

1. The proper people were selected from the waiting list and their selection criteria were actually met by the applicants.
2. The determination of rent reasonableness.
3. Participants are paying the appropriate rent and their income and expenses were properly verified both upon admission and re-certification.
4. HQS inspections were properly made.
5. HQS deficiencies were properly followed up on and appropriate repairs were made in a timely manner.

If significant errors are found during a quality control review, then appropriate training shall be immediately conducted for the person or persons who made the errors and that person shall correct all of his or her errors.

29.0 REPAYMENT AGREEMENTS

When a participant owes the BHA back charges and is unable to pay the balance by the due date, the resident may request that the BHA allow them to enter into a Repayment Agreement. The BHA has the sole discretion of whether to accept such an agreement. All Repayment Agreements must assure that the full payment is made within a period not to exceed twelve (12) months without the express approval of the Executive Director. If feasible, the total amount paid will not exceed 40% of monthly adjusted income. All Repayment Agreements must be in writing and signed by both parties. They must include the following elements:

1. Reference to the paragraphs in the HCV information packet whereby the participant is in non-compliance and may be subject to termination of assistance.
2. The monthly retroactive repayment amount is in addition to the family's regular rent contribution and is payable to the BHA.
3. The terms of the agreement may be renegotiated if there is a decrease or increase in the family's income.
4. Late and missed payments constitute default of the repayment agreement and may result in termination of assistance.

Refusal to enter into a Repayment Agreement for monies owed will subject the family to termination of subsidy.

Note: If BHA has a minimum rent greater than \$0, they must allow for repayment agreements for those tenants whose rental amount is the minimum rent and who have had their rent abated for a temporary period.

30.0 HOMEOWNERSHIP OPTION

30.1 Purpose

BHA's homeownership option is designed to promote and support homeownership by a "first-time" homeowner -- a family that meets the definition in this Plan. It allows one or more members of the family to purchase a home. HCV payments supplement the family's own income to facilitate the transition from rental to homeownership. The initial availability of these assistance payments

helps the family pay the costs of homeownership, and may provide additional assurance for a lender, so that the family can finance the purchase of the home. BHA will offer the monthly payment option only.

HCV homeownership assistance for a cooperative homeowner is specifically authorized for both families that are first time cooperative homeowners and families that owned its cooperative unit prior to receiving HCV assistance.

30.2 Family Participation Requirements

1. In order to assure a successful transition from rental to homeownership, this program shall be open only to those who have been assisted by the HCV rental assistance program for at least twelve months. During this period (the previous twelve months), all program requirements will have been complied with.
2. Only 10 of the BHA's housing choice vouchers shall be utilized at any one time.
3. The family is qualified to participate as set forth in Section 22.3 of this policy.
4. The unit to be purchased is eligible as set forth in Section 22.4 of this policy.
5. The family has satisfactorily completed the required pre-assistance homeownership counseling.
6. If located in a special flood hazard area, the purchaser has obtained flood insurance on the home and agrees to maintain this insurance.

30.3 Family Eligibility Requirements

1. The family has participated in the HCV Housing Choice Voucher rental program for twelve months, is in good standing, and desires to participate in the homeownership program.
2. At the commencement of homeownership assistance, the family must be one of the following:
 - a. A first-time homeowner;
 - b. A cooperative member; or

- c. A family of which a family member is a person with disabilities, and the use of the homeownership option is needed as a reasonable accommodation so that the program is readily accessible to and usable by such person.
- 3. At commencement of homeownership assistance for the family, the family must demonstrate that its total annual income (gross income), as determined by the BHA, of all the adult family members who will own or reside in the home at commencement of homeownership assistance is not less than the Federal minimum hourly wage multiplied by 2,000 hours. However, in the case of disabled families, the minimum income shall be equal to the monthly Federal Supplemental Security Income (SSI) for an individual living alone (or paying his or her share of food and housing costs) multiplied by twelve.

Except in the case of an elderly family or a disabled family, the BHA shall not count any welfare assistance received by the family in determining annual income under this section.

The disregard of welfare assistance income under the preceding paragraph only affects the determination of minimum annual income used to determine if a family initially qualifies for commencement of homeownership assistance in accordance with this section, but does not affect:

- a. The determination of income-eligibility for admission to the housing choice voucher program;
- b. Calculation of the amount of the family's total tenant payment (gross family contribution); or
- c. Calculation of the amount of homeownership assistance payments on behalf of the family.

In the case of an elderly family or a disabled family, welfare assistance shall be counted in determining annual income.

- 4. The family must demonstrate that one or more adult members of the family who will own the home at commencement of homeownership assistance:
 - a. Is currently employed on a full-time basis (the term "full-time employment" means not less than an average of 30 hours per week); and
 - b. Has been continuously so employed during the year before commencement of homeownership assistance for the family.

This requirement shall be considered fulfilled if:

- a. The family member is self-employed and earning a net income (income after business expenses have been deducted) that equals the federal minimum hourly wage multiplied by 2000 hours; or
- b. Any employment interruptions either were not the fault of the family member or were for less than 30 calendar days and caused by an effort to improve the family's situation.

The employment requirement does not apply to an elderly family or a disabled family. Furthermore, if a family other than an elderly family or a disabled family, includes a person with disabilities, an exemption from the employment requirement shall be granted if the BHA determines that an exemption is needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities.

5. The BHA shall not commence homeownership assistance for a family if any family member has previously received assistance under the homeownership option while an adult, and has defaulted on a mortgage securing debt incurred to purchase the home.
6. Except for cooperative members who have acquired cooperative membership shares prior to commencement of homeownership assistance, no family member has a present ownership interest in a residence at the commencement of homeownership assistance for the purchase of any home.
7. Except for cooperative members who have acquired cooperative membership shares prior to the commencement of homeownership assistance, the family has entered a contract of sale.

30.4 Eligible Units

1. Any unit that is eligible under the HCV rental assistance program is eligible for this program. The types of units eligible are:
 - a. Single family dwellings;
 - b. Condominiums;
 - c. Cooperatives; and

- d. Manufactured Housing and their pads (must have at least a permanent foundation and at least a 40-year lease).
2. The unit must be either existing or under construction (the footers have been poured) at the time the family enters into the contract of sale.
3. The unit must be either a one-unit property or a single dwelling unit in a cooperative or condominium.
4. The unit must satisfy the housing quality standards (HQS) and have been inspected by an independent inspector designated and paid for by the family.
5. The seller cannot be someone who has been debarred, suspended, or is subject to a limited denial of participation by HUD.
6. If the unit is owned by the BHA or by an entity substantially controlled by BHA, the following additional conditions must be met:
 - a. The purchasing family must verify in writing that it is purchasing the units without any BHA steering or pressure; and
 - b. An independent agency, approved by HUD must perform the following functions for this type of sale:
 - i. Inspect the units for HQS compliance;
 - ii. Review the independent inspection report;
 - iii. Review the sales contract; and
 - iv. Determine the reasonableness of the sale price and any BHA provided financing.

30.5 Searching for a New Home

Because the financial health of the BHA's HCV Program depends upon having units either under lease or being purchased, it is necessary for BHA to limit the amount of time a family can take between the time of the homeownership briefing and the time a home is identified that the family wishes to purchase. Normally, families will have up to one hundred twenty (120) calendar days to locate an appropriate property and notify BHA. If extraordinary difficulties are encountered, the family can request up to two (2) thirty (30) day extensions that may be granted at the sole discretion

of the BHA. If an extension is requested and granted, the family will report in writing to BHA monthly to update BHA on the progress of its search in the way of written extension requests.

Once a suitable property has been identified and an agreement to purchase contract entered into, BHA will determine a maximum time in which the closing must occur and the family to take occupancy of the property. This time frame will vary depending on market conditions.

If the family is unable to locate a suitable home to purchase, they can continue with rental assistance as long as they are still in compliance with program regulations. This request must be made before the housing choice voucher expires. Approval of the request will be at the sole discretion of the BHA with the decision being based on the effort exerted by the family and the condition of the marketplace.

Additional time will be granted to a disabled family as a reasonable accommodation if justified by the family's actions and/or marketplace conditions.

30.6 Homeownership Counseling

Before the commencement of homeownership assistance for a family, the family must attend and satisfactorily complete a pre-assistance homeownership and housing counseling program required by BHA (pre-assistance counseling). If possible, the counseling will be conducted by a HUD-approved counseling agency. If this is not available, BHA shall make other arrangements for the pre-assistance counseling.

Among the topics to be covered in the PHA-required pre-assistance counseling program are:

1. Home maintenance (including care of the grounds);
2. Budgeting and money management;
3. Credit counseling;
4. How to negotiate the purchase price of a home;
5. How to obtain homeownership financing and loan preapprovals, including a description of types of financing that may be available, and the pros and cons of different types of financing;
6. How to find a home, including information about homeownership opportunities, schools, and transportation in BHA's jurisdiction;

7. Advantages of purchasing a home in an area that does not have a high concentration of low-income families and how to locate homes in such areas;
8. Information on fair housing, including fair housing lending and local fair housing enforcement agencies; and
9. Information about the Real Estate Settlement Procedures Act (RESPA), state and Federal truth-in-lending laws, and how to identify and avoid loans with oppressive terms and conditions.

BHA will require post-closing counseling only if the participant is in violation of the obligations of the program.

30.7 Home Inspections

BHA will not commence homeownership assistance for a family until it has inspected the unit and has determined that the unit passes HQS.

The unit must also be inspected by an independent professional inspector selected by and paid by the family. The independent inspection must cover major building systems and components, including foundation and structure, housing interior and exterior, and the roofing, plumbing, electrical, and heating systems. The independent inspector must be qualified to report on property conditions, including major building systems and components. BHA may not require the family to use an independent inspector selected by BHA. The independent inspector may not be a BHA employee or contractor, or other person under control of BHA. The independent inspector shall be certified by the American Society of Home Inspectors or one whose inspections are accepted by three local lenders. It shall be the responsibility of the inspector to verify that the inspector meets this certification qualification.

The independent inspector must provide a copy of the inspection report both to the family and to BHA. BHA will not commence homeownership assistance for the family until it has reviewed the inspection report of the independent inspector. Even if the unit otherwise complies with the HQS (and may qualify for assistance under BHA's tenant-based rental voucher program), BHA shall have discretion to disapprove the unit for assistance under the homeownership option because of information in the inspection report.

BHA will inspect the home after closing if complaints are received regarding possible violations of the program. Twenty-four hour written notice will be provided if an inspection is deemed necessary.

30.8 Contract of Sale

Before commencement of homeownership assistance, a member or members of the family must enter into a contract of sale with the seller of the unit to be acquired by the family. The family must give BHA a copy of the contract of sale.

The contract of sale must:

1. Specify the price and other terms of sale by the seller to the purchaser.
2. Provide that the purchaser will arrange for a pre-purchase inspection of the dwelling unit by an independent inspector selected by the purchaser.
3. Provide that the purchaser is not obligated to purchase the unit unless the inspection is satisfactory to the purchaser.
4. Provide that the purchaser is not obligated to pay for any necessary repairs.
5. Contain a certification from the seller that the seller has not been debarred, suspended, or subject to a limited denial of participation.
6. Complete and attach the Addendum to Purchase and Sales Agreement to the Contract of Sale.

30.9 Financing the Purchase of the Home

1. A purchasing family must invest at least three percent of the purchase price of the home they are buying in the property. This can take the form of either a down payment, closing costs, or a combination of the two. Of this sum, at least one percent of the purchase price must come from the family's personal resources.
2. The family must qualify for the mortgage loan under a lender's normal lending criteria taking into account the fact that this is by definition a low-income family.
3. If the home is purchased using FHA mortgage insurance, it is subject to FHA mortgage insurance requirements.
4. If the loan is financed either by the seller or a non-traditional mortgage lending institution or individual, the loan shall be subject to the review of the BHA. BHA may verify that there are no unusual or onerous requirements in the loan documents and that the mortgage is affordable to the purchasing family. Also, the lender must require that an appraisal of the property is conducted and the appraiser must determine that the property is worth at least as much as the purchaser is paying.

5. Unless the purchaser can convince BHA of unusual circumstances, no balloon payment mortgages or variable rate mortgages shall be allowed in the program.
6. All mortgage loans must close within the period of time established by BHA at the time the purchaser and seller enter into their sale contract.

30.10 Requirements for Continuing Assistance

Homeownership assistance will only be paid while the family is residing in the home. If the family moves out of the home, BHA will not continue homeownership assistance after the month when the family moves out. The family or lender is not required to refund to BHA the homeownership assistance for the month when the family moves out.

The family must comply with the following obligations:

1. The family must attend and complete ongoing homeownership and housing counseling before the end of the first, thirteenth and fourteenth years of assistance in order for assistance to continue.
2. The family must comply with the terms of any mortgage securing debt incurred to purchase the home (or any refinancing of such debt).
3. As long as the family is receiving homeownership assistance, use and occupancy of the home is subject to the following requirements:
 - 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 BHA. The family must promptly inform BHA of the birth, adoption or court-awarded custody of a child. The family must request BHA approval to add any other family member as an occupant of the unit. No other person (i.e., nobody but members of the assisted family) may reside in the unit (except for a foster child or live-in aide).
 - c. The family must promptly notify the BHA if any family member no longer resides in the unit.
 - d. If the BHA has given approval, a foster child or a live-in aide may reside in the unit.
 - 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 mortgage or transfer the unit.
- h. The family must supply any information or certification requested by BHA to verify that the family is living in the unit, or relating to family absence from the unit, including any BHA requested information or certification on the purposes of family absences. The family must cooperate with BHA for these purposes. The family must promptly notify BHA of their absence from the unit.
- f. The family may grant a mortgage on the home for debt incurred to finance purchase of the home or any refinancing of such debt.
- g. Upon death of a family member who holds, in whole or in part, title to the home or ownership of cooperative membership shares for the home, homeownership assistance may continue pending settlement of the decedent's estate, notwithstanding transfer of title by operation of law to the decedent's executor or legal representative, so long as the home is solely occupied by remaining family members in accordance with Paragraph C above. In the case of a divorce or family separation, the assistance shall follow what a court decrees. In the case of a family that breaks up due to domestic violence, the assistance shall remain with the abused party.
- h. The family shall supply the BHA with any required information requested by BHA. In particular this shall include information relating to the following:
 - i. Citizenship or related immigration matters;
 - ii. Family income and composition;
 - iii. Social security numbers;
 - iv. Any mortgage or other debt placed on the property;
 - v. Any sale or other transfer of any interest in the home; and
 - vi. The family's homeownership expenses.
- i. The family must notify BHA before the family moves out of the home.

- j. The family must notify the BHA if the family defaults on a mortgage securing any debt incurred to purchase the home.
- k. During the time the family receives homeownership assistance under this program, no family member may have any ownership interest in any other residential property.
- l. Before commencement of homeownership assistance, the family must execute a statement of family obligations in the form prescribed by HUD. In the statement, the family agrees to comply with all family obligations under the homeownership option.
- m. The family must secure the written permission of the BHA before it refinances any debt secured by the home or places any additional secured debt on the property.
- n. The family must assure the BHA that all real estate taxes were paid on a timely basis. If they are not paid, assistance shall be terminated.

30.11 Maximum Term of Homeownership Assistance

- 1. Except in the case of a family that qualifies as an elderly or disabled family, family members shall not receive homeownership assistance for more than fifteen years if the initial mortgage incurred to finance purchase of the home has a term of 20 years or longer; or ten years, in all other cases.
- 2. The maximum term described in the preceding paragraph applies to any member of the family who has an ownership interest in the unit during the time the homeownership payments are made or is the spouse of any member of the household who has an ownership interest during the time the homeownership payments are made.
- 3. As noted in Paragraph 1 of this Section, the maximum homeownership assistance term does not apply to elderly and disabled families. In the case of an elderly family, the exception only applies if the family qualifies as an elderly family at the start of homeownership assistance. In the case of a disabled family, the exception applies if at any time during receipt of homeownership assistance the family qualifies as a disabled family. If, during the course of homeownership assistance, the family ceases to qualify as a disabled or elderly family, the maximum term becomes applicable from the date homeownership assistance commenced. However, such a family must be provided at least 6 months of homeownership assistance after the maximum term becomes

applicable (provided the family is otherwise eligible to receive homeownership assistance in accordance with this program).

4. If the family has received such assistance for different homes, or from different housing authorities, the total of such assistance terms is subject to the maximum term described in Paragraph 1 of this section.

30.12 Amount and Distribution of Homeownership Assistance

1. While the family is residing in the home, the BHA shall pay a monthly homeownership assistance payment on behalf of the family that is equal to the lower of:
 - a. The payment standard minus the total tenant payment; or
 - b. The family's monthly homeownership expenses minus the total tenant payment.
2. The payment standard for a family is the lower of:
 - a. The payment standard for the family unit size; or
 - b. The payment standard for the size of the home.

If the home is located in an exception payment standard area, the BHA will use the appropriate payment standard for the exception payment standard area.

3. The payment standard for a family is the greater of:
 - a. The payment standard (as determined in accordance with Paragraph A of this section) at the commencement of homeownership assistance for occupancy of the home; or
 - b. The payment standard (as determined in accordance with Paragraph A of this section) at the most recent regular reexamination of family income and composition since the commencement of homeownership assistance for occupancy of the home.

BHA will use the same payment standard schedule, payment standard amounts, and subsidy standards for the homeownership option as for the rental housing choice voucher program.

4. A family's homeownership expenses shall include the following items:

- a. Principal and interest on initial mortgage debt, any refinancing of such debt, and any mortgage insurance premium incurred to finance purchase of the home;
 - b. Real estate taxes and public assessments on the home;
 - c. Home insurance;
 - d. Maintenance expenses of \$25 per month;
 - e. An allowance of \$25 a month for costs of major repairs and replacements;
 - f. The BHA's utility allowance for the home; and
 - g. Principal and interest on mortgage debt incurred to finance costs for major repairs, replacements or improvements for the home. If a member of the family is a person with disabilities, such debt may include debt incurred by the family to finance costs needed to make the home accessible for such person, if BHA determines that allowance of such costs as homeownership expenses is needed as a reasonable accommodation so that the homeownership option is readily accessible to and usable by such person.
5. Homeownership expenses for a cooperative member may only include amounts to cover:
- a. The cooperative charge under the cooperative occupancy agreement including payment for real estate taxes and public assessments on the home;
 - b. Principal and interest on initial debt incurred to finance purchase of cooperative membership shares and any refinancing of such debt;
 - c. Home insurance;
 - d. BHA allowance for maintenance expenses;
 - e. BHA allowance for costs of major repairs and replacements;
 - f. BHA utility allowance for the home; and
 - g. Principal and interest on debt incurred to finance major repairs, replacements or improvements for the home. If a member of the family is a person with disabilities, such debt may include debt incurred by the family to finance costs needed to make the home accessible for such person, if BHA determines that

allowance of such costs as homeownership expenses is needed as a reasonable accommodation so that the homeownership option is readily accessible to and usable by such person.

6. If the home is a cooperative or condominium unit, homeownership expenses may also include cooperative or condominium operating charges or maintenance fees assessed by the condominium or cooperative homeowner association.
7. BHA will pay homeownership assistance payments directly to the lender on behalf of the family unless the lender does not want the payment to be made directly to them. If there is any excess assistance, it will be paid to the family.
8. Homeownership assistance for a family terminates automatically 180 calendar days after the last housing assistance payment on behalf of the family. However, BHA retains the discretion to grant relief from this requirement in those cases where automatic termination would result in extreme hardship for the family.

30.13 Homeownership Portability

1. A family may qualify to move outside the initial BHA's jurisdiction with continued homeownership assistance under the housing choice voucher program. Families determined eligible for homeownership assistance by the BHA may purchase a unit outside our jurisdiction, if:
 - a. They meet our normal requirements for portability under the rental program;
 - b. The receiving BHA is administering a housing choice voucher homeownership program and the family meets the receiving BHA's eligibility requirements; and
 - c. The receiving PHA is accepting new homeownership families.
2. Conversely, if BHA has slots open in our homeownership program we will accept homeowners exercising portability from another program and absorb such families if possible.
3. In general, the portability procedures described previously in this Administrative Plan apply to the homeownership option. The administrative responsibilities of the initial and receiving housing authorities are not altered except that some administrative functions (e.g., issuance of a housing choice voucher or execution of a tenancy addendum) do not apply to the homeownership option.

4. The family must attend the briefing and counseling sessions required by the receiving PHA. The receiving PHA will determine whether the financing for, and the physical condition of the unit, are acceptable. The receiving PHA must promptly notify the initial PHA if the family has purchased an eligible unit under the program, or if the family is unable to purchase a home within the maximum time established by BHA.
5. Continued assistance under portability procedures is the next Section of this Admin Plan.

30.14 Moving with Continued Tenant-Based Assistance

1. A family receiving homeownership assistance may move to a new unit with continued tenant-based assistance. The family may move either with voucher rental assistance (in accordance with rental assistance program requirements) or with voucher homeownership assistance (in accordance with homeownership option program requirements). The BHA will not commence continued tenant-based assistance for occupancy of the new unit so long as any family member owns any title or other interest in the prior home. No more than one move per year may occur in the program.
2. The BHA must be able to determine that all initial requirements have been satisfied if a family that has received homeownership assistance wants to move to a new unit with continued homeownership assistance. However, the following requirements do not apply:
 - a. The requirement for pre-assistance counseling is not applicable.
 - b. The requirement that a family must be a first-time homeowner is not applicable.
3. BHA may deny permission to move with continued assistance in the following circumstances:
4. BHA may deny permission to move with continued rental or homeownership assistance if BHA determines that it does not have sufficient funding to provide continued assistance.
5. At any time, BHA may deny permission to move with continued rental or homeownership assistance in accordance with the next Section.

30.15 Denial or Termination of Assistance for Families

1. At any time, the BHA may deny or terminate homeownership assistance in accordance with the same rules at it utilizes for the rental program.

2. The same restrictions on admission or continued assistance in regards to criminal activities shall apply to the homeownership program as the rental program.
3. BHA may deny or terminate assistance for violation of participant obligations as previously described for the rental program.
4. BHA shall terminate housing choice voucher homeownership assistance for any member of family receiving homeownership assistance that is dispossessed from the home pursuant to a judgment or order of foreclosure on any mortgage (whether FHA-insured or non-FHA) securing debt incurred to purchase the home, or any refinancing of such debt. The BHA, in its discretion, may permit the family to move to a new unit with continued housing choice voucher rental assistance if the family can show that the default was for reasons beyond its control. However, BHA will deny such permission, if:
 - a. The family defaulted on an FHA-insured mortgage; and
 - b. The family fails to demonstrate that:
 - i. The family has conveyed title to the home, as required by HUD, to HUD or HUD's designee; and
 - ii. The family has moved from the home within the period established or approved by HUD.

31.0 CONDUCTING BUSINESS IN ACCORDANCE WITH CORE VALUES AND ETHICAL STANDARDS

31.1 Purpose

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

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

31.2 Conflict of Interest

No employee, officer, member of the BHA Board of Commissioners, or agent of BHA shall participate, directly or indirectly, in the selection, award, or administration of any contract if a conflict of interest, real or apparent, would be involved. A conflict arises when a person listed below has a financial or other interest in or a tangible personal benefit from a firm competing for the award:

1. An employee, officer, Board Member, or agent of BHA;
2. Immediate family member of any employee, officer, Board Member, or agent of BHA (including father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister);
3. Partner of any employee, officer, Board Member, or agent of BHA;
4. An organization which employs or is about to employ any of the above persons.

In addition, during tenure and within one year of service, no employee or Board Member may voluntarily acquire any interest, direct or indirect, in any contract, project, or property included or planned to be included in any project of BHA over which the employee or Board Member has exercised responsibility, control, or decisions during their tenure with BHA, and no employee or Board Member, if employment is accepted with any person who has an interest in any contract, property, or project included or planned to be included in any project of BHA, may work directly on that contract, project or property for that person if the employee or Board Member has exercised responsibility, control or decisions over that contract, project or property.

31.3 Prohibition of Solicitation or Acceptance of Gifts

No officer, employee, Board Member, or agent of BHA may neither solicit nor accept gratuities, favors, or anything of monetary value from any participant, contractor, potential contractor, or party to any subcontract. Officers, employees, Board Members, or agents of BHA may accept unsolicited items of nominal intrinsic value or promotional items. Violation of the standards set forth in this paragraph could result in disciplinary action, up to and including termination of employment, or, in the case of Board Members, the referral of charges to the Bangor City Council pursuant to 30-A M.R.S. § 4725.

Officers, employees, Board Members, or agents of BHA shall not knowingly use confidential information for actual or anticipated personal gain.

31.4 BHA Administrative and Disciplinary Remedies for Violation of BHA Code of Conduct

Violations of this Code of Conduct Policy will result in disciplinary action as outlined in the BHA's Employee Handbook or as determined by action of the Board of Commissioners.

31.0 SUPPORT FOR OUR ARMED FORCES

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

1. If a family finds it necessary for another adult to temporarily move into a unit solely to serve as a temporary guardian for children residing in the unit, the income received by the temporary guardian will not be counted in determining family income. The presence of the temporary guardian will need to be approved by the landlord.
2. Although typically a criminal background check is required before anyone can participate in the housing choice voucher program, this requirement will be waived for a temporary guardian. Instead, the background check will occur after the person moves into the assisted unit. If the results of the check dictate that the person is ineligible for the program, the family shall be given a reasonable time to find a replacement temporary guardian.
3. Recognizing that activation in the Reserves or National Guard can be very disruptive to a family's income, the BHA will expeditiously re-evaluate a resident's portion of the rent if requested to do so.
4. A unit cannot be held by a family that is not residing in it as their primary residence for more than 180 consecutive calendar days because of a specific federal regulation. If all members of a military family are temporarily absent from the unit because a member of the family has been called to active duty, the family can retain control of the unit by paying the required rent and returning to the unit within 30 calendar days of the conclusion of the active-duty service. If the service extends beyond 180 calendar days, the BHA will seek a waiver of the 180-calendar day limit from HUD.

32.0 ANTI-FRAUD POLICY

BHA is fully committed to combating fraud in its HCV housing program. It defines fraud as a single act or pattern of actions that include false statements, the omission of information, or the concealment of a substantive fact made with the intention of deceiving or misleading the BHA. It results in the inappropriate expenditure of public funds and/or a violation of HCV requirements.

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

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

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

33.0 VETERAN'S AFFAIRS SUPPORTIVE HOUSING PROGRAM

The Veteran's Affairs Supportive Housing Program (HUD-VASH) is a HUD program funded in collaboration with the United States Department of Veteran's Affairs (VA). The program is designed to provide chronically homeless veterans (and their families) with affordable housing.

33.1 Family Eligibility

VASH case managers refer HUD-VASH eligible homeless veterans to BHA. VA HUD-VASH case managers screen all families in accordance with VA screening criteria. Most regular HCV Program screening criteria do not apply. BHA does not have the authority to screen any potentially eligible family members or deny assistance for any grounds permitted under 24 C.F.R. 982.555 and 982.553, with one exception: BHA will be required to prohibit admission if any household member is subject to a lifetime registration requirement under a state sex offender registration program. However, unless the family member that is subject to lifetime registration under a state

sex offender program is the homeless veteran (which would result in denial of admission for the family), the remaining family members may be served if the family agrees to remove the sex offender from its family composition.

33.2 Income Eligibility

BHA must determine income eligibility for HUD-VASH families, but are not required to use income targeting. HUD-VASH applicants must qualify only Very Low Income (VLI) or below.

33.3 Initial Term

HUD-VASH vouchers must have an initial search term of at least 120 days. Any extensions, suspensions, and progress reports will be made in accordance with this Admin Plan.

33.4 Initial Lease Term

To provide for a greater range of housing opportunities for HUD-VASH voucher holders, initial leases may be less than 12 months.

33.5 Ineligible Housing

HUD-VASH families will be permitted to live on the grounds of a VA facility in units developed to house homeless veterans.

33.6 Portability

HUD-VASH families must receive case management services provided by the VA. Special rules for mobility and portability apply based on whether the initial or receiving housing authority is providing the case management.

1. Portability moves where case management is provided by the initial housing authority's partnering VA Medical Center (VAMC)/Coordinator of Benefits Contractor (COBC)

If a HUD-VASH family moves to the jurisdiction of a nearby HA where the family can still receive case management from its partnering VAMC/COBC, the receiving housing authority must always bill BHA under portability rules under the HCV program unless that housing authority allows BHA to operate within their jurisdiction to administer that voucher.

2. Portability move where case management is provided by the receiving housing authority's partnering VAMC/COBC

When a HUD-VASH family wishes to move to a jurisdiction where the VAMC/COBC cannot provide case management services, the case manager must determine whether the HUD-VASH family could be served by another participating VAMC if that VAMC's partner housing authority has an available HUD-VASH voucher. If both conditions are met, the receiving housing authority must absorb the family either as a new admission or, if the family has been leased up with BHA, as a portability move-in.

33.4 Other VASH Requirements

1. Case Management Requirements

VAMC/COBC will be responsible for case management. A family's HUD-VASH HCV assistance must be terminated for failure to participate, without good cause, in case management as verified by the VAMC/COBC, unless the VAMC/COBC determines that the participant no longer requires case management. If a participating family no longer requires case management, the family may continue to receive assistance through the HUD-VASH voucher if there are no other VASH Voucher eligible families waiting for a VASH Voucher. If there are VASH Voucher eligible veterans, BHA will offer continued HCV assistance through one of its regular vouchers to free up the HUD-VASH voucher.

2. Turnover of HUD-VASH Voucher

Upon turn-over, HUD-VASH vouchers must be issued to VASH-eligible families as determined by case managers.

3. Termination of Assistance for Violation of Family Obligations

A family receiving a HUD-VASH voucher must follow the family obligations required of all HCV participants set forth in this Admin Plan. Prior to terminating assistance for a family receiving a HUD-VASH voucher, BHA exercise their discretion under 24 CFR 982.552(c)(2) and consider all relevant circumstances of the specific case, including granting reasonable accommodations for persons with disabilities in accordance with 24 CFR part 8, as well as including the role of the case manager and the impact that ongoing case management services can have on mitigating the conditions that led to the potential termination, prior to determining whether to terminate assistance.

In addition, a HUD-VASH participant family will not be terminated after admission, for a circumstance or activity that occurred before admission and was known to BHA, but could not be considered at the time of admission due to the HUD-VASH Operating Requirements. BHA can terminate the family's assistance only for program violations that occur after the family's admission to the voucher program.

4. HQS Initial Inspections

To expedite the leasing process, BHA may pre-inspect available units that veterans may be interested in leasing, in order to maintain a pool of eligible units. If a HUD–VASH family selects a unit that passed a HQS inspection (without intervening occupancy) within 45 days of the date of the Request for Tenancy Approval (form HUD–52517), the unit may be approved, provided that it meets all other conditions under 24 CFR Section 982.305. However, the veteran must be free to select his/her unit and cannot be steered to these units.

34.0 HOUSING CONVERSION ACTIONS (ENHANCED AND REGULAR HOUSING CHOICE VOUCHERS)

Housing conversion actions are:

1. Owner decisions to opt-out of or not renew HCV project-based contracts (opt-outs);
2. Owner prepayments of the mortgage or the voluntary termination of the mortgage insurance of a preservation eligible property (preservation prepayments);
3. HUD enforcement actions against owners (including the termination or non-renewal of a HCV project-based housing assistance payments (HAP) contract); and
4. HUD property disposition activities.

Depending on the type of Housing Conversion Action, eligible families receive either regular voucher assistance or enhanced voucher assistance. Enhanced voucher assistance under HCV(t) of the United States Housing Act of 1937 differs from regular housing choice voucher assistance in two major respects if the participant remains in the effected property. First, it will establish a new "minimum rent" equal to the rent the family was paying at the time of the eligibility event, and second it may establish an enhanced payment standard that exceeds the BHA's normal payment standard.

Specifically, the following actions constitute "housing conversion actions":

1. Preservation Prepayments

When the owner prepays the mortgage or voluntarily terminates the mortgage insurance of preservation eligible properties (generally Section 236 and Section 221(d)(3) properties) certain residents are eligible for enhanced voucher assistance.

2. Project-based Opt-outs

When an owner chooses to end participation in certain programs by either opting-out of or not renewing certain expiring HCV contracts, eligible low-income residents assisted under the expiring HCV project-based contract are eligible for enhanced voucher assistance. The opt-out category includes cases where HCV contracts in restructured properties are converted to tenant-based assistance in accordance with section 515(c) of the Multifamily Assisted Housing Reform and Affordability Act of 1997. In the case of a 515(c) opt-out only, all families assisted under the expiring contract are income-eligible for enhanced voucher assistance.

Eligible low-income residents assisted under a rent supplement contract under Section 101 of the Housing and Urban Development Act of 1965 that ends at the expiration of a HCV HAP contract for units in the property are also eligible for enhanced voucher assistance. In a case where a rent supplement contract ends and there is not an expiring HCV project-based contract at the property, regular vouchers are provided to the eligible low-income families covered by the rent supplement contract, subject to availability of appropriations.

3. HUD Enforcement Actions

When there is a HUD-originated termination action, HUD is either terminating the HCV project-based HAP contract or not offering the owner the option to renew an expiring HCV project-based HAP contract due to an owner's failure to comply with the terms of the HAP contract. It includes suspensions and debarments.

HUD enforcement actions may also result from material adverse financial or managerial actions or omissions that lead to either owner default under a FHA-insured mortgage (monetary or technical) or a documented material violation of one or more of the obligations under the property's Regulatory Agreement.

Eligible families are usually assisted with regular vouchers in these circumstances because families must move to receive housing choice voucher assistance.

4. HUD Property Disposition

A property disposition occurs when HUD is selling the property at a foreclosure sale, or is the mortgagee-in-possession or owner of the multifamily property due to an owner default on an FHA-insured mortgage and is closing down the property or selling the property to a new owner. Regular vouchers are provided to assist eligible low-income families in these cases.

34.1 Tenant-Based Issues for Housing Conversion Actions

In general, housing choice voucher program rules, regulations, and requirements apply to special admission vouchers made available for families as the result of "housing conversion actions". Some actions will lead to the issuance of enhanced vouchers, which will be discussed in detail in this Section.

The following program guidance is applicable to all housing conversion actions, both regular and enhanced voucher assistance.

1. Tenant-based Nature of the Assistance

Housing choice vouchers (including enhanced vouchers) provided by HUD as the result of a housing conversion action are always tenant-based assistance. Families issued vouchers may elect to use the assistance in the same property and in all cases may choose to move from the property. Families may choose to exercise portability and move outside of the jurisdiction of BHA. There is no guarantee to the owner that any housing choice voucher assistance will be utilized at the property for any period of time. BHA will emphasize the tenant-based aspect of the assistance when briefing families, who may be unfamiliar with the concept of tenant-based assistance and the freedom of choice associated with a tenant-based subsidy.

5. BHA Screening of Families

BHA will utilize its normal screening procedures as part of the eligibility requirements.

BHA will provide any family denied assistance with an opportunity for an informal review. The decision to deny assistance rests with BHA,

6. Use of Owner Certifications for Determining Tenant Income

In order to reduce processing time, the BHA may exercise its right to use the owner's most recent family income examination if:

- b. the owner's current certification for the family is no more than six (6) months old; and
- c. BHA determines that the owner certifications are acceptable after reviewing a small sample for accuracy.

If BHA chooses to use the owner's income certification, BHA will complete the subsequent family reexamination within one year of the date of the owner certification, not the date BHA accepted the owner certification in lieu of conducting its own determination.

7. BHA Subsidy Standards

BHA will issue the housing choice voucher in accordance with its normal subsidy standards, not the actual size of the unit the family is currently occupying. There is a special rule for enhanced vouchers concerning families who reside in over-sized units and wish to remain at the property. This exception only applies to enhanced voucher assistance.

BHA will utilize the subsidy standard to calculate the maximum rent subsidy for the family. The payment standard for the family shall be the lower of:

- a. the payment standard for the family unit size as determined by BHA subsidy standards; or
- b. the payment standard for the actual size of the unit rented by the family.

8. Search Time

Since these vouchers are targeted to specific families adversely affected by HUD or owner actions in HUD multifamily properties, BHA will provide families with maximum search time that is reasonably required to locate housing.

9. Rent Reasonableness and Approval of Tenancy

All regular program requirements regarding the reasonableness of rent apply, regardless of whether the vouchers are enhanced vouchers or regular vouchers.

Reasonable rent is defined as a rent to owner that is not more than rent charged:

- a. for comparable units in the private unassisted market; and
- b. for comparable unassisted units in the premises.

BHA will not approve a lease until BHA determines that the initial rent to owner is a reasonable rent, regardless of whether the family chooses to remain in the family's current unit or move to a different unit.

If BHA determines the proposed rent is not reasonable, the owner must lower the rent or the family will have to find another unit in order to benefit from the voucher subsidy.

The initial lease term must be for at least one year unless BHA determines that a shorter term would improve housing opportunities for the participant and such shorter term is the prevailing local market practice.

10. Housing Quality Standards Inspections

BHA will inspect the unit to ensure that the unit meets the normal housing quality standards even if the family is residing in a unit that was previously assisted under a HCV project-based contract. Under no circumstances will BHA make housing assistance payments for any period of time prior to the date that BHA physically inspects the unit and determines that the unit meets the housing quality standards.

11. Timing Issues Involving HAP Contract Execution and Effective Dates

The funding process for vouchers that the BHA receives from HUD is intended to result in issuance of the voucher to the family at least 60 calendar days prior to the target date of the housing conversion action. The target date is the date that the family would be impacted by a rent increase or possible displacement as a result of the housing conversion action.

For opt-out or HUD enforcement actions, the target date is the date that the project-based HAP contract expires or is terminated. For a preservation property, the target date is the earliest date the owner may increase the rent (no earlier than 60 calendar days following the effective date of the prepayment).

Before BHA approves a family to lease a dwelling unit with voucher assistance, BHA shall determine that the following conditions are met:

- a. the unit is eligible;
- b. The unit has been inspected and passes the housing quality standards;
- c. the lease includes the tenancy addendum;
- d. the rent to owner is reasonable; and
- e. at the time a family initially receives tenant-based regular voucher assistance for occupancy of a dwelling unit and where the gross rent of the unit exceeds the applicable payment standard for the family, the family share (gross rent minus subsidy) must not exceed 40 percent of the family's adjusted monthly income. (The 40 percent restriction is not applicable in the case of a family assisted with enhanced voucher assistance.)

Once these conditions are met, BHA will approve the unit for leasing.

In establishing the effective date of tenant-based HAP contracts, it is very important to make a distinction between families who choose to stay in the property and families who choose to move. BHA will not approve a tenancy (and execute a housing choice voucher HAP contract) on behalf of a stayer (family that stays in the property) for a lease term that is effective prior to the target date of the housing conversion action. For a family that is moving, BHA may approve a tenancy that begins before the target date, since in strong rental markets potential landlords will not hold a unit vacant.

12. Initial and Subsequent Use of Vouchers

All housing choice vouchers (enhanced or non-enhanced) provided in connection with housing conversion actions are special admission vouchers. Special admission vouchers differ from regular vouchers in that HUD provides the assistance with a specific family in mind. BHA will first use the allocation to assist the families targeted for assistance. BHA will not consider whether the family is on the housing choice voucher waiting list or the family's position on the housing choice voucher waiting list.

If a voucher issued to a family as the result of a housing conversion action turns over for any reason, BHA will retain the voucher for use as part of its regular housing choice voucher program. In cases where an enhanced voucher turns over following initial issuance, the voucher loses its special enhanced characteristics and is subject to all normal housing choice voucher program rules.

10. Inapplicability of the BHA Targeting Requirement

Families admitted to BHA's tenant-based voucher program as a result of a housing conversion action are not subject to the income targeting requirements of the tenant-based program, and their admission will not be counted in determining whether BHA complied with the income targeting requirement.

34.2 *Preservation Prepayments*

When the owner prepays the mortgage or voluntarily terminates the mortgage insurance of preservation eligible properties (generally Section 236 and Section 221(d)(3) properties) certain residents are eligible for enhanced voucher assistance.

1. Owner Prepays the Mortgage or Voluntarily Terminates the Mortgage Insurance (Preservation Prepayments)

Tenant-based assistance is offered to eligible residents of properties covered by the Emergency Low-Income Housing Preservation Act of 1987 (ELIHPA) and the Low-Income Housing Preservation and Resident Homeownership Act of 1990 (LIHPRHA). (HUD's Office of Housing is responsible for identifying property eligibility under these provisions)

a. Covered Prepayments

To be considered an eligible property, the property must have reached its 20th year from final endorsement and meet one of the following criteria:

- i. Section 221(d)(3)-market rate, limited distribution properties receiving HCV payments converted from Rent Supplement whose project number series is 35001-36599;
- ii. All Section 221(d)(3) below market interest rate properties whose project number series are 55001-55999 and 57501-57999, unless a Rent Supplement Contract remains in effect between HUD and the mortgagor;
- iii. All Section 236 properties whose project number series are 44001-44799; 44801-44899; 45001-45999; and 58501-58999, unless a Rent Supplement Contract remains in effect between HUD and the mortgagor;
- iv. A purchase money mortgage formerly insured under Section 221(d)(3) or 236;
- v. A mortgage held by a state agency as a result of a sale by HUD without insurance, which immediately before the sale would have been eligible low-income housing under LIHPRHA; which mortgage (1) for LIHPRHA properties is, or is within 2 years of being, eligible for prepayment by contract or regulation in effect before February 5, 1988 without HUD's prior approval; or (2) for ELIHPA properties is, or is within 1 year of being, eligible for prepayment under regulation or contract in effect before February 5, 1988; or
- vi. All State-assisted properties that are eligible for preservation assistance under LIHPRHA or ELIHPA.

b. Flexible Subsidy Properties

Section 536 of the Preserving Affordable Housing for Senior Citizens and Families into the 21st Century Act provides that any property that receives or has received assistance under Section 201 of the Housing and Community Development Amendments of 1978 (the flexible subsidy program, 12 U.S.C. 1715z-1a) which is the subject of a transaction under which the property is preserved as affordable housing (as determined by HUD) shall be considered eligible low-income housing under Section 229 of LIHPRHA for purposes of eligibility of residents for enhanced tenant-based assistance. (The Office of Housing is responsible for determining on a case-by-case basis if a flexible subsidy property meets the requirements of Section 536 concerning the applicability of enhanced vouchers).

2. Families Eligible for Enhanced Voucher Assistance in Preservation Eligible Properties

The resident family must be residing in the preservation eligible property on the effective date of prepayment or voluntary termination of mortgage insurance (or the effective date of the transaction in the case of covered flexible subsidy properties), and must be income-eligible on that effective date.

a. Income Eligibility

In order to be eligible for enhanced voucher assistance, the resident must be:

- i. a low-income family (including a very low-income or extremely low-income family);
- ii. a moderate-income elderly or disabled family; or
- iii. a moderate-income family residing in a low vacancy area (3 percent or less vacancy rate). (The HUD field office economist is responsible for determining whether the property where the owner is prepaying or voluntarily terminating the mortgage insurance is located in a low vacancy area).

A resident family who does not fall into one of those categories on the effective date of the prepayment or voluntary termination is not eligible for a voucher, regardless of whether the family's situation subsequently changes after the effective date of the prepayment.

A low-income family is a family whose annual income does not exceed 80 percent of the median income for the area as determined by HUD.

A moderate-income family is a family whose annual income is above 80 percent but does not exceed 95 percent of the area median income as determined by HUD.

b. Unassisted and Assisted Families

Both previously unassisted and currently assisted residents may be eligible for enhanced voucher assistance as the result of a preservation prepayment.

A voucher participant who is residing in the property at the time of the eligibility event shall receive enhanced voucher assistance if the family meets all of the following conditions:

- i. the family must meet the income requirements on the date of the eligibility event;
- ii. any rent increase under the voucher program must be in accordance with the lease agreement and program regulations;
- iii. the new gross rent must be reasonable; and
- iv. the family must decide to stay in the unit instead of moving.

Under the voucher program, an owner may increase the rent as permitted by the terms of the existing lease and local and state law, so long as the new rent is reasonable. The owner is not required by the program regulations to terminate the existing lease and HAP contract for current voucher participants to receive the special enhanced subsidy.

If the above conditions are met, the payment standard utilized by the BHA to calculate the housing assistance payment is the new gross rent of the family's unit. The enhanced voucher minimum rent requirement now applies to the family (See Enhanced Voucher Minimum Rent Requirement for Stayers below).

Any family receiving HCV project-based assistance on the effective date of the prepayment will continue to receive the project-based assistance until the project-based contract expires or terminates. Such families will receive enhanced voucher assistance at the time of the expiration and non-renewal of the HCV project-based contract.

d. Eligibility Event and Existing Leases

Note that the eligibility event (e.g., the prepayment of the mortgage or the voluntary termination of a mortgage insurance contract for a preservation eligible property and the approval of the flexible subsidy transaction for flexible subsidy properties) does not in itself necessarily terminate or modify the existing leases between the owner and the current residents of the property. An owner may only legally increase the rent or terminate the lease as provided under the terms of the lease in accordance with state and local law. In addition, an owner may not increase the rent for at least 60 calendar days from the eligibility event in the case of a preservation prepayment or voluntary termination of the mortgage.

If an eligible family chooses to stay at the property, the BHA will not enter into a HAP contract that commences prior to the effective date of the rent increase.

In addition, a family that receives an enhanced voucher has the right to remain in the property as long as the units are used for rental housing and are otherwise eligible for housing choice voucher assistance. The owner may not terminate the tenancy of a family that exercises its right to remain except for a serious or repeated lease violation or other good cause. If an owner refuses to honor the family's right to remain, the family may exercise any judicial remedy that is available under state and/or local law.

d. Family Eligibility for Enhanced Voucher Assistance in Cases Where There Would be no Initial Housing Assistance Payment and the Family Wishes to Stay in the Property

If the BHA determines that the family is income-eligible for an enhanced voucher but that there is no HAP payment because the family's total tenant payment equals or is greater than the gross rent, the BHA will maintain a record of eligibility determination for that family. The BHA shall inform the family that should the family's income decrease or the family's rent increase within three years of the eligibility event, the family may contact the BHA. Should the BHA then determine that the change in income would result in a housing assistance payment, the BHA will execute a housing assistance payment contract on behalf of the family at such time (assuming the unit is approved for leasing in accordance with the housing choice voucher program requirements). It is the family's responsibility to contact the BHA when there is a decrease in family income or an increase in the family rent.

3. Voluntary Termination of Mortgage Insurance or Prepayment of Mortgage on Section 236 Property's Where Section 236 Rent Rules Remain Applicable (decoupling actions)

Where an owner voluntarily terminates the mortgage insurance or prepays the Section 236 mortgage in a preservation eligible Section 236 property and the rent setting requirements of the Section 236 program are still applicable to the property, the enhanced voucher rent would be no greater than the Basic Rent established in accordance with HUD Notice H 2000-8. Since families must pay at least 30 percent of their monthly adjusted income under the voucher subsidy formula, only those low-income families required to pay the basic rent will receive any voucher subsidy in such instance, unless the family chooses to move.

Regardless of the rents established under the rent formula for these properties, the rent reasonableness requirements of the housing choice voucher program must be met for the family to receive tenant-based assistance at the property. (The HUD Field Office is responsible for informing the BHA in cases where the rent setting requirements of the Section 236 program remain in effect).

4. Enhanced Voucher Family Right to Remain

The FY 2001 Military Construction and FY 2000 Emergency Supplemental Appropriations laws amended HCV(t) of the United States Housing Act. A family that receives an enhanced voucher has the right to remain in the property as long as the units are used for rental housing and are otherwise eligible for housing choice voucher assistance (e.g., the rent is reasonable, unit meets HQS, etc.) The owner may not terminate the tenancy of a family that exercises its right to remain except for a serious or repeated lease violation or other good cause. If an owner refuses to honor the family's right to remain, the family may exercise any judicial remedy that is available under State and/or local law.

5. Characteristics of Enhanced Voucher Assistance

a. Payment Standard Where the Family Chooses to Stay in the Same Property

For a family that stays in the property, the payment standard used to calculate the voucher housing assistance payment is the gross rent (rent to owner, plus the applicable BHA utility allowance for any tenant-supplied utilities) of the family's unit (provided the proposed gross rent is reasonable), regardless of whether the gross rent exceeds the BHA payment standard.

b. Rent Reasonableness Documentation and Lease Requirements

All regular housing choice voucher program requirements concerning the reasonableness of the rent and the provisions of the HUD prescribed lease addendum apply to enhanced vouchers. BHA will determine whether the proposed rent for the family's unit is reasonable.

BHA makes this determination by comparing the unit to other comparable unassisted units based on the current condition of the unit. If BHA determines the owner's proposed new rent is not reasonable, the owner must either lower the rent, or the family will have to find another unit in order to benefit from the voucher.

The special payment standard for enhanced tenant-based assistance for a family that stays in the unit sometimes results in BHA approving a tenancy for a unit that otherwise would be ineligible or unaffordable to a family with regular tenant-based assistance. If the rent is reasonable in comparison to the rents of comparable unassisted units, there is nothing improper or incorrect in approving the owner's new rent even if the rent would not normally be affordable for a family with a regular housing choice voucher. BHA will document the rent reasonableness of the owner's rent in the family's file by including the rents and addresses of the comparable units used to make the determination.

c. Effect of Family Unit Size Limitation - Initial Issuance

BHA will issue the family an enhanced voucher based on its Subsidy Standards, not on the actual size of the unit the family is currently occupying. However, if the family wishes to stay in the property, but is living in an oversized unit, the enhanced voucher family must move to an appropriate size unit in the property if one is available. To the extent there are more over-housed families than appropriate size units available at any time, BHA will determine based on family circumstances (age, frailty, etc.) which families will be required to move.

If there is no appropriate size unit currently available for the family in the project, BHA will execute a voucher HAP contract on behalf of the family for the oversized unit, provided the rent is reasonable and the unit complies with all other voucher program requirements such as the housing quality standards. The enhanced voucher housing subsidy calculation will be based on the gross rent for the oversized unit. The subsidy calculation will continue to be based on the gross rent (including subsequent rent increases) for the oversized unit² until an appropriate size unit in the project becomes available for occupancy by the family.

The owner must immediately inform BHA and the family when an appropriate size unit will become available in the project. When an appropriate size unit becomes available, the enhanced voucher family residing in the oversized unit must move to the appropriate size unit in a reasonable time (as determined by BHA) to continue to receive enhanced voucher assistance. The family and owner will enter into a new

² This is assuming the unit remains under the voucher HAP contract and all program requirements (such as rent reasonableness) continue to be met.

lease and BHA will execute a new voucher HAP contract with the owner for the appropriate size unit. The enhanced voucher subsidy calculation is based on the gross rent for the appropriate size unit.

If an over-housed enhanced voucher family refuses to move to the appropriate size unit, the BHA will recalculate the family's housing assistance payment for the oversized unit based on the normally applicable voucher subsidy formula using the applicable payment standard established by the BHA for its voucher program. The family will be responsible for any amount of the gross rent not covered by the housing assistance payment.

The effective date of the housing assistance payment contract for the oversized unit will not be earlier than the expiration date of the term of the family voucher. The family will be responsible for the full rent of the unit prior to the effective date of the housing assistance payment contract.

The payment standard is the gross rent of the oversized unit.

If BHA determines that the unit of an enhanced voucher family is no longer decent, safe, and sanitary under the HQS requirements because an increase or decrease in family size causes the unit to be overcrowded or overhoused, the family must move to an appropriate size unit in the property when it is or becomes available. BHA is required to assist the family in locating other standard housing in BHA jurisdiction. The family and BHA will try to find an acceptable unit as soon as possible. If the family rejects, without good cause, the offer of a unit that BHA judges to be acceptable, BHA will terminate the HAP contract.

If the family moves to an appropriate size unit in the property, the enhanced voucher subsidy rules would continue to apply to the family's voucher assistance. In the case of a family move from the property, the regular housing choice voucher program rules apply.

d. Family Move: Normal Payment Standard is Applicable

The BHA's normal payment standard is utilized to determine the family's maximum voucher subsidy when the family moves from the property. This includes cases where the proposed new rent for the family's current unit if it is not reasonable or the unit fails HQS, requiring the family to move in order to continue receiving tenant-based assistance.

e. Enhanced Voucher Minimum Rent Requirement for Stayers

Families assisted with enhanced housing choice voucher assistance have a special statutory minimum rent requirement. The law requires that a family receiving enhanced voucher assistance must pay for rent no less than the rent the family was paying on the date of the eligibility event (the effective date of the prepayment of the mortgage or voluntary termination of the mortgage insurance) regardless of what happens to the family's income.

The enhanced voucher minimum rent only applies if the family remains in the property. The enhanced voucher minimum rent does not apply if the family moves from the property.

The method for calculating the minimum rent changes if the family's income subsequently decreases to a significant extent (15% or more) from the family's gross income on the effective date of the prepayment. Guidance on recalculating the minimum rent in cases when a family's income significantly decreases is discussed in detail in number 6 below.

i. Previously Unassisted Residents Rent Requirement

Previously unassisted residents must pay at least the dollar amount of the gross rent (enhanced voucher minimum rent) the family was paying on the date of prepayment or voluntary termination. The BHA's utility allowance will be used to calculate the gross rent at prepayment if all utilities were not included in the rent the family paid to the owner.

A family who stays in the unit and receives enhanced voucher assistance must pay the enhanced voucher minimum rent. If the enhanced voucher minimum rent exceeds 40 percent of the family's monthly-adjusted income, a family must still pay at least the enhanced voucher minimum rent, and the restriction on the normal initial family contribution is not applicable.

ii. Previously assisted HCV Tenant-based Families Rent Requirement

Residents assisted with HCV tenant-based vouchers at the time of a prepayment or voluntary termination by the owner will pay at least the family share (enhanced voucher minimum rent) that they were paying on eligibility event. The enhanced minimum rent provision only applies if the family chooses to remain in its present unit and receive the "enhanced" subsidy.

A family who stays in the unit and receives enhanced voucher assistance must pay the enhanced voucher minimum rent. If the enhanced voucher minimum rent exceeds 40 percent of the family's monthly-adjusted income, a family must still pay at least the enhanced voucher minimum rent, and the restriction on the normal initial family contribution is not applicable.

f. Significant Decline in Family Income - Effect on Enhance Voucher Minimum Rent

If an enhanced voucher family suffers a significant decline in family income, the minimum family share required of the family shall be reduced below the enhanced minimum rent provision so that the percentage of income for rent does not exceed the greater of 30 percent or the percentage of monthly adjusted income actually paid by the family for rent (the rent to owner, plus tenant-paid utilities) on the effective date of the prepayment. A significant decline is defined as gross family income that is at least 15 percent less than the gross family income on the date of the eligibility event.

If the family suffers a significant decline in family income, the BHA will change the enhanced voucher minimum rent from an actual dollar amount to a specific percentage of income.

i. Previously Unassisted Families

For eligible families who were previously unassisted on the eligibility event, the family's new enhanced voucher minimum rent is the greater of:

1. the percentage of the monthly adjusted income the family paid for gross rent on the effective date of the eligibility event; or
2. 30 percent of the family's current adjusted monthly income.

ii. Previously assisted HCV Tenant-based Families

For families who were previously assisted under a project-based or tenant-based contract on day the eligibility event, the family's new enhanced voucher minimum rent is the greater of:

1. the percentage of the monthly adjusted income the family paid for gross rent;

2. the Total Tenant Payment;
3. the family share represented on the effective date of the eligibility event; or
4. 30 percent of the family's current adjusted monthly income.

The new enhanced voucher minimum rent for these families is a percentage of income as opposed to a specific dollar amount. Once this change in the enhanced voucher minimum rent becomes effective for a family, the enhanced voucher minimum rent for the family remains that specific percentage of income and will not revert to a specific dollar amount, even if the family income subsequently increases or decreases.

When a family reports a significant decrease in family income, the BHA will conduct an interim reexamination and verify the changes in income.

The minimum rent represents the lowest amount the family may pay as their family share for as long as the family remains in the property. A family may pay no less than the enhanced voucher minimum rent. Depending on the circumstances, the family may have to pay more than the enhanced voucher minimum rent at the time of eligibility event.

g. Calculating the HAP for Enhanced Voucher Assistance

Regardless of whether the owner's new gross rent after the eligibility event exceeds or is less than the BHA's payment standard, the housing assistance payment for a family that stays in their present unit (or moves from an oversized unit to an appropriate size unit within the property) is the following:

The gross rent for the unit minus the greatest of:

- i. 30 percent of the adjusted family income;
- ii. 10 percent of the family monthly income (gross monthly income);
- iii. the welfare rent in as-paid states;

- iv. the enhanced voucher minimum rent; or
 - v. the BHA's minimum rent.
- h. Movers from the Property

If a resident decides to move from the property with the voucher assistance, the payment standard is not enhanced and the special voucher minimum rent does not apply. This applies both to families who decide to move when the eligibility event takes place and to families who have resided at the property after the eligibility event and want to move with continued assistance. In either circumstance, the housing assistance payment and the family share at the new unit are calculated in accordance with the regular rules of the housing choice voucher program.

6. Administering Enhanced Voucher Assistance

The special conditions of enhanced voucher assistance (enhanced voucher minimum rent and the special payment standard rules) are applicable for as long as the family receives voucher assistance in the property.

If an owner subsequently raises the rent for an enhanced voucher family in accordance with the lease, State and local law, and voucher program regulations (including rent reasonableness), the BHA will utilize the new gross rent to calculate the voucher HAP payment for the family.

The BHA shall identify an eligible family as an enhanced voucher family even if the gross rent of the family's unit does not currently exceed the normally applicable BHA payment standard. Since the enhanced payment standard rule also covers any subsequent rent increases, it is possible that the special payment standard may come into play later in the family's tenancy. An enhanced voucher family is also required by law to pay no less than the enhanced voucher minimum rent, regardless of whether the gross rent exceeds the normally applicable BHA payment standards.

a. Enhanced Voucher Minimum Rent

The enhanced voucher minimum rent requirement remains in effect for all families who receive enhanced voucher assistance for as long as they remain in the property.

- b. The payment standard used to calculate the family subsidy will continue to be enhanced to match the gross rent for the unit if the gross rent exceeds the

normally applicable payment standard and the BHA determines the rent is reasonable for as long as the enhanced voucher family continues to reside in the same property.

If the owner raises the rent for a family assisted with an enhanced voucher in accordance with the lease, State and local law, and voucher program regulations, the BHA will increase the enhanced payment standard to equal the new gross rent (rent to owner and the applicable BHA utility allowance for any tenant-supplied utilities) for the unit provided the BHA determines the rent is reasonable. The additional cost of the subsidy will be covered through the regular renewal process for the BHA's voucher program.

If a change in the BHA's utility allowance (either an increase or decrease) affects the gross rent for a family assisted with an enhanced voucher, the BHA will adjust the enhanced payment standard accordingly. The enhanced payment standard may never exceed the gross rent for the assisted family's unit.

34.3 Owner Opt-Outs

If an owner opts-out or elects not to renew an expiring contract for project-based assistance, HUD will make enhanced voucher authority available to BHA for eligible families covered by the expiring contract.

1. Covered Opt-outs

The property must be covered in whole or in part by a contract for project-based assistance, and consist of more than four dwelling units under one of the following programs:

- a. The new construction or substantial rehabilitation program under HCV(b)(2) of the United States Housing Act of 1937 (as in effect before October 1, 1983);
- b. The property disposition program under HCV(b) of the United States Housing Act of 1937;
- c. The loan management assistance program under HCV(b) of the United States Housing Act of 1937;
- d. The rent supplement program under Section 101 of the Housing and Urban Development Act of 1965, provided that at the same time there is also a HCV project-based contract at the same property that is expiring or terminating and will not be renewed;

- e. HCV of the United States Housing Act of 1937, following conversion from assistance under Section 101 of the Housing and Urban Development Act of 1965; or
- f. The moderate rehabilitation program under HCV(e)(2) of the United States Housing Act of 1937 (as in effect before October 1, 1991).

Note that an owner may not choose to opt-out of a rent supplement contract. Instead, the rent supplement assistance ends either at the end of the term of the contract (generally 40 years after the first rent supplement payment was made) or when the mortgage terminates, depending on which event occurs first.

In addition, although families affected by HCV moderate rehabilitation opt-outs are eligible for enhanced vouchers that are subject to enhanced vouchers rules, these opt-outs are not considered a housing conversion action because the expiring contract is between the owner and the BHA. BHA is not eligible to receive the special fee for extraordinary administrative costs and the specific funding process instructions do not apply to an owner's decision to not renew an expiring HCV moderate rehabilitation contract.

2. Family Eligibility for Enhanced Vouchers as a Result of an Owner Opt-out

In order to be eligible for enhanced voucher assistance, the resident must be:

- a. A low-income family (including a very low or extremely low-income family); and
- b. Residing in a unit covered by the expiring HCV project-based contract on the date of expiration.

In the case of the expiration of a covered HCV contract under 515(c) of MAHRA only (mark-to-market restructuring where the HCV project-based assistance contract is converted to tenant-based assistance), all families assisted under the expiring contract are considered income-eligible for enhanced voucher assistance.

3. Special Income Eligibility Rules for Opt-out Families in Properties Where a Preservation Prepayment Preceded the Owner Opt-out

If the owner opt-out of the HCV project-based contract occurs after the owner has prepaid the mortgage or voluntarily terminated the mortgage insurance of a preservation eligible property, families who do not meet the definition of a low-income

family may still be eligible to receive an enhanced voucher. In order to be eligible, the family must:

- a. Reside in a unit covered by the expiring contract on the date of expiration;
- b. Have also resided in the property on the effective date of the prepayment; and
- c. Meet the income requirements for enhanced voucher eligibility for residents affected by a preservation prepayment described below.

To determine family eligibility in this circumstance, the BHA will first determine income eligibility of the family based on the normal eligibility rules for opt-outs. For a family that is found not to be low-income, the BHA will then make a determination of whether the family lived in the property on the date of the prepayment. If the family resided in the property on the date of prepayment, the BHA will then determine if the family is income-eligible under the preservation prepayment rules.

- a. Income Requirements for Enhanced Voucher Eligibility for Residents Affected by a Preservation Prepayment

In order to be eligible for enhanced voucher assistance, the resident must be either:

- i. A low-income family (including a very low or extremely low-income family);
- ii. A moderate-income elderly or disabled family; or
- iii. A moderate-income family residing in a low vacancy area (3 percent or less vacancy rate). (The HUD field office economist is responsible for determining whether the property where the owner is prepaying or voluntarily terminating the mortgage insurance is located in a low vacancy area).

A low-income family is a family whose annual income does not exceed 80 percent of the median income for the area as determined by HUD.

A moderate-income family is a family whose annual income is above 80 percent but does not exceed 95 percent of the area median income as determined by HUD.

If the family meets the preservation income requirement, the BHA will issue the family an enhanced voucher by virtue of the preservation prepayment out of the opt-out voucher allocation received from HUD.

A resident family who does not fall into one of those categories on the effective date of the prepayment or voluntary termination is not eligible for an enhanced voucher, regardless of whether the family's situation subsequently changes after the effective date of the prepayment.

4. Family Eligibility for Enhanced Voucher Assistance in Cases Where There Would be no Initial Housing Assistance Payment and the Family Wishes to Stay in the Property

If the BHA determines that the family is income-eligible for an enhanced voucher but that there is no HAP payment because the family's total tenant payment equals or is greater than the gross rent, the BHA will maintain a record of eligibility determination for that family. The BHA will inform the family that should the family's income decrease or the family's rent increase within three years of the eligibility event, the family may contact the BHA. Should the BHA then determine that the change in income would result in a housing assistance payment, the BHA will execute a housing assistance payment contract on behalf of the family at such time (assuming the unit is approved for leasing in accordance with the housing choice voucher program requirements). It is the family's responsibility to contact the BHA when there is a decrease in family income or an increase in the family rent.

5. Enhanced Voucher Family Right to Remain

The FY 2001 Military Construction and FY 2000 Emergency Supplemental Appropriations laws amended HCV(t) of the United States Housing Act. A family that receives an enhanced voucher has the right to remain in the property as long as the units are used for rental housing and are otherwise eligible for housing choice voucher assistance (e.g., the rent is reasonable, unit meet HQS, etc.) The owner may not terminate the tenancy of a family that exercises its right to remain except for a serious or repeated lease violation or other good cause. If an owner refuses to honor the family's right to remain, the family may exercise any judicial remedy that is available under State and/or local law.

6. Characteristics of Enhanced Voucher Assistance

a. Payment Standard Where the Family Chooses to Stay in the Same Property

For a family that stays in the property, the payment standard used to calculate the voucher housing assistance payment is the gross rent (rent to owner, plus the applicable BHA utility allowance for any tenant-supplied utilities) of the family's unit (provided the proposed gross rent is reasonable), regardless of whether the gross rent exceeds the BHA normal payment standard.

b. Rent Reasonableness Documentation and Lease Requirements

All regular housing choice voucher program requirements concerning the reasonableness of the rent and the provisions of the HUD prescribed lease addendum apply to enhanced vouchers. BHA will determine whether the proposed rent for the family's unit is reasonable.

BHA makes this determination by comparing the unit to other comparable unassisted units based on the current condition of the unit. If the BHA determines the owner's proposed new rent is not reasonable, the owner must either lower the rent, or the family will have to find another unit in order to benefit from the voucher.

The special payment standard for enhanced tenant-based assistance for a family that stays in the unit sometimes results in BHA approving a tenancy for a unit that otherwise would be ineligible or unaffordable to a family with regular tenant-based assistance. If the rent is reasonable in comparison to the rents of comparable unassisted units, there is nothing improper or incorrect in approving the owner's new rent even if the rent would not normally be affordable for a family with a regular housing choice voucher. The BHA will document the rent reasonableness of the owner's rent in the family's file by including the rents and addresses of the comparable units used to make the determination.

c. Effect of Family Unit Size Limitation - Initial Issuance

BHA will issue the family an enhanced voucher based on its Subsidy Standards, not on the actual size of the unit the family is currently occupying. However, if the family wishes to stay in the property, but is living in an oversized unit, the enhanced voucher family must move to an appropriate size unit in the property if one is available. To the extent there are more over-housed families than appropriate size units available at any time, the BHA will determine based on family circumstances (age, frailty, etc.) which families will be required to move.

If there is no appropriate size unit currently available in the property, a family must make a good faith attempt to find a unit outside the property. In order to determine if the family has made a good faith effort, the BHA will require the family to submit a list of potential units by address, the landlords name and telephone number.

If the family has not located an eligible unit at the end of the term of the voucher (including any extension granted by BHA) despite making a good faith effort, BHA will execute a housing assistance payment contract for the family's current unit, provided the unit complies with housing quality standards and the proposed rent is determined to be reasonable.

The effective date of the housing assistance payment contract for the oversized unit will not be earlier than the expiration date of the term of the family voucher. The family will be responsible for the full rent of the unit prior to the effective date of the housing assistance payment contract.

The payment standard is the gross rent of the oversized unit. BHA will advise the family in writing that the enhanced subsidy based on the oversized unit's rent will only be paid for one year. During that year, the family may move to an appropriate size unit in the property if one becomes available and the owner agrees to mutually terminate the lease agreement for the oversized unit. The family would receive the special payment standard for the appropriate size unit if the family moves to the appropriate size unit under this circumstance.

After the initial year of assistance in the oversized unit, BHA will apply the normal payment standard in determining the family's housing assistance payment. If the family wishes to remain in the unit and do so under regular housing choice voucher program rules, the family will have to pay the additional cost for the oversized unit out-of-pocket.

If BHA determines that the unit of an enhanced voucher family is no longer decent, safe, and sanitary under the HQS requirements because of an increase in family size that causes the unit to be overcrowded, the family must move to an appropriate size unit in the property or move to another unit not located at the property to continue to receive housing choice voucher assistance. BHA is required to assist the family in locating other standard housing in BHA jurisdiction. The family and BHA will try to find an acceptable unit as soon as possible. If the family rejects, without good cause, the offer of a unit that BHA judges to be acceptable, BHA will terminate the HAP contract.

If the family moves to an appropriate size unit in the property, the enhanced voucher subsidy rules would continue to apply to the family's voucher assistance. In the case of a family move from the property, the regular housing choice voucher program rules apply.

d. Family Move: Normal Payment Standard is Applicable

The BHA's normal payment standard is utilized to determine the family's maximum voucher subsidy when the family moves from the property. This includes cases where the proposed new rent for the family's current unit is not reasonable or the unit fails HQS, requiring the family to move in order to continue receiving tenant-based assistance.

e. Enhanced Voucher Minimum Rent Requirement for Stayers

Families assisted with enhanced housing choice voucher assistance have a special statutory minimum rent requirement. The law requires that a family receiving enhanced voucher assistance must pay for rent no less than the rent the family was paying on the date of the eligibility event (the effective date of the prepayment of the mortgage or voluntary termination of the mortgage insurance).

The enhanced voucher minimum rent only applies if the family remains in the property. The enhanced voucher minimum rent does not apply if the family moves from the property.

A family who stays in the unit and receives enhanced voucher assistance must pay the enhanced voucher minimum rent. If the enhanced voucher minimum rent exceeds 40 percent of the family's monthly-adjusted income, a family must still pay at least the enhanced voucher minimum rent, and the restriction on the initial family contribution is not applicable.

i. Previously Unassisted Residents Rent Requirement

Previously unassisted residents must pay at least the dollar amount of the gross rent (enhanced voucher minimum rent) the family was paying on the date of prepayment or voluntary termination. The BHA's utility allowance is used to calculate the gross rent at prepayment if all utilities were not included in the rent the family paid to the owner.

A family who stays in the unit and receives enhanced voucher assistance must pay the enhanced voucher minimum rent. If the enhanced voucher minimum rent exceeds 40 percent of the family's monthly-adjusted income, a family must still pay at least the enhanced voucher minimum rent, and the restriction on the initial family contribution is not applicable.

ii. Previously assisted HCV Tenant-based Families Rent Requirement

Residents assisted with HCV tenant-based vouchers at the time of the prepayment or voluntary termination the family will pay at least the family share (enhanced voucher minimum rent) that they were paying on eligibility event. The enhanced minimum rent provision only applies if the family chooses to remain in its present unit and receive the "enhanced" subsidy.

A family who stays in the unit and receives enhanced voucher assistance must pay the enhanced voucher minimum rent. If the enhanced voucher minimum rent exceeds 40 percent of the family's monthly-adjusted income, a family must still pay at least the enhanced voucher minimum rent, and the restriction on the initial family contribution is not applicable.

f. Significant Decline in Family Income - Effect on Enhance Voucher Minimum Rent

If an enhanced voucher family suffers a significant decline in family income, the minimum family share required of the family shall be reduced so that the percentage of income for rent does not exceed the greater of 30 percent or the percentage of monthly adjusted income actually paid by the family for rent (the rent to owner, plus tenant-paid utilities) on the effective date of the prepayment. A significant decline is defined as gross family income decline of at least 15 percent from the gross family income on the date of the eligibility event.

If the family suffers a significant decline in family income, BHA will change the enhanced voucher minimum rent from an actual dollar amount to a specific percentage of income.

i. Previously Unassisted Families

For families who were previously unassisted on the eligibility event, the family's new enhanced voucher minimum rent is the greater of:

1. The percentage of the monthly adjusted income the family paid for gross rent on the effective date of the eligibility event; or
2. 30 percent of the family's current adjusted monthly income.

ii. Previously assisted HCV Tenant-based Families

For families who were previously assisted under the HCV tenant-based voucher program on the eligibility event, the family's new enhanced voucher minimum rent is the greater of:

1. The percentage of the monthly adjusted income the family paid for gross rent;

2. The Total Tenant Payment;
3. The family share represented on the effective date of the eligibility event; or
4. 30 percent of the family's current adjusted monthly income.

The new enhanced voucher minimum rent for these families is a percentage of income as opposed to a specific dollar amount. Once this change in the enhanced voucher minimum rent becomes effective for a family, the enhanced voucher minimum rent for the family remains that specific percentage of income and will not revert to a specific dollar amount, even if the family income subsequently increases or decreases.

When a family reports a significant decrease in family income, the BHA will conduct an interim reexamination and verify the changes in income.

The minimum rent represents the lowest amount the family may pay as their family share for as long as the family remains in the property. A family may pay no less than the enhanced voucher minimum rent. Depending on the circumstances, the family may have to pay more than the enhanced voucher minimum rent at the time of eligibility event.

g. Calculating HAP for Enhanced Voucher Assistance

Regardless of whether the owner's new gross rent after the eligibility event exceeds or is less than the BHA's payment standard, the housing assistance payment for a family that stays in their present unit (or moves from an oversized unit to an appropriate size unit within the property) is the following:

The gross rent for the unit minus the greatest of:

- i. 30 percent of the adjusted family income;
- ii. 10 percent of the family monthly income (gross monthly income);
- iii. The welfare rent in as-paid states;
- iv. The enhanced voucher minimum rent; or

v. The BHA's minimum rent.

h. Movers from the Property

If a resident decides to move from the property with voucher assistance, the payment standard is not enhanced and the voucher minimum rent does not apply. This pertains to families who decide to move when the eligibility event takes place, and to families who have resided at the property after the eligibility event and want to move with continued assistance. In either circumstance, the housing assistance payment and the family share at the new unit are calculated in accordance with the regular rules of the housing choice voucher program.

7. Administering Enhanced Voucher Assistance

The special conditions of enhanced voucher assistance (enhanced voucher minimum rent and the special payment standard rules) are applicable for as long as the family receives voucher assistance in the property.

If an owner subsequently raises the rent for an enhanced voucher family in accordance with the lease, State and local law, and voucher program regulations (including rent reasonableness), the BHA will utilize the new gross rent to calculate the voucher HAP payment for the family.

The BHA will identify an eligible family as an enhanced voucher family even if the gross rent of the family's unit does not currently exceed the normally applicable BHA payment standard. Since the enhanced payment standard rule also covers any subsequent rent increases, it is possible that the special payment standard may come into play later in the family's tenancy. An enhanced voucher family is also required by law to pay no less than the enhanced voucher minimum rent, regardless of whether the gross rent exceeds the normally applicable BHA payment standards.

a. Enhanced Voucher Minimum Rent

The enhanced voucher minimum rent requirement remains in effect for all families who receive enhanced voucher assistance and remain at the property.

b. The payment standard used to calculate the family subsidy will continue to be enhanced to match the gross rent for the unit if the gross rent exceeds the normally applicable payment standard and the BHA determines the rent is reasonable for as long as the enhanced voucher family continues to reside in the same property.

If the owner raises the rent for a family assisted with an enhanced voucher in accordance with the lease, State and local law, and voucher program regulations, BHA will increase the enhanced payment standard to equal the new gross rent (rent to owner and the applicable BHA utility allowance for any tenant-supplied utilities) for the unit provided BHA determines the rent is reasonable. The additional cost of the subsidy will be covered through the regular renewal process for BHA's voucher program.

If a change in BHA's utility allowance (either an increase or decrease) affects the gross rent for a family assisted with an enhanced voucher, BHA will adjust the enhanced payment standard accordingly. The enhanced payment standard may never exceed the gross rent for the assisted family's unit.

34.4 HUD Enforcement Actions

HUD enforcement actions can take the form of either terminating a HCV project-based HAP contract or not offering the owner the option to renew an expiring HCV project-based HAP contract due to an owner's failure to comply with the terms of the HAP contract. It includes suspensions and debarments.

Additionally, HUD enforcement actions may also result from material adverse financial or managerial actions or omissions that lead to either an owner default under a FHA-insured mortgage (monetary or technical) or a documented material violation of one or more of the obligations under the property's Regulatory Agreement.

Eligible families are usually assisted with regular vouchers that HUD issues to BHA in the above circumstances because families must move to receive housing choice voucher assistance.

BHA will not approve an assisted tenancy at a property if HUD has informed BHA that the owner is, suspended, or subject to a limited denial of participation.

Furthermore, the BHA may disapprove owner participation in the housing choice voucher program for a number of other grounds described in the housing choice voucher program regulations and previously set forth in this Administrative Plan. HUD encourages the BHA to disapprove a tenancy for any of these grounds in a case where vouchers are provided because HUD is taking an enforcement action against an owner.

In a few situations, families assisted under a HCV project-based HAP contract that is being terminated may be able to remain at the property. For instance, if the property is in good physical condition and the owner decides to turn the property over to new ownership, it may be possible for the eligible families assisted under the terminating contract to receive housing choice voucher

assistance at the property. In such a case, the project-based families would qualify for enhanced vouchers. (HUD will make the determination whether enhanced or regular voucher assistance is appropriate.)

34.5 HUD Property Disposition

When HUD is selling the property at a foreclosure sale, or is the mortgagee-in-possession or owner of the multifamily property due to an owner default of an FHA-insured mortgage and closing down the property or selling property to a new owner, it will supply regular housing choice vouchers to assist eligible low-income families.

35.0 COST SAVINGS POSSIBILITIES

As Congress and HUD change the way they fund the program, more and more challenges face public housing authorities.

Therefore, BHA hereby establishes in its Administrative Plan the following options that will be considered by the Board of Commissioners depending on the particular circumstances of the time. Before taking one or more of these options, BHA will consult with the HUD Field Office for support and potential guidance. They are not listed in any particular order.

If BHA requests more than one cost-savings waiver from HUD, BHA will demonstrate how both/all waivers are necessary to avoid a shortfall that would result in the termination of families from the BHA HCV Housing Choice Voucher program.

None of these options will be implemented without Board of Commissioner approval and the opportunity for affected participants to address the Board of Commissioners. Any actions taken under this section of the Administrative Plan will sunset if and when the procuring reason for the action is no longer in effect. Rescissions will also require Board of Commissioner approval.

Any cost-savings measures that constitute a significant amendment or modification as defined in BHA's Annual/Five-Year Agency Plan (and as referenced in 24 CFR § 903.7(r)(2)) are subject to the requirements of a public hearing and comment period. **However, not all cost-savings measures constitute a significant amendment; that determination must be made by the BHA.**

There shall be one basic principle that will guide the BHA in implementing any or all of these options – what must the BHA do to assist the maximum number of eligible people in a quality Housing Choice Voucher Program while maintaining the fiscal integrity of the program. The BHA shall endeavor to protect elderly and disabled families from significant impact (defined as loss of one's Housing Choice Voucher) but recognizes that what is feasible is dependent on the amount of funding provided to the program.

The options are as follows:

1. The Housing Choice Voucher Payment Standards may be reviewed in light of the funding situation. If payment standards are reduced, the lower payment standard shall go into effect immediately for new admissions, participants moving from one unit to another, and people staying in place who require a new HAP contract because they are signing a new lease. In extraordinary circumstances, the BHA may be forced to ask HUD for a waiver so that even those participants staying in place without a new lease shall have their payment standard decreased immediately instead of the normal second regular reexamination after the lowering of the payment standard.
2. Since Housing Authorities do not have to wait until the HAP contract anniversary date to review owner rents and reduce them if warranted, BHA will ensure that owner rents do not exceed amounts charged for unassisted units in the same building or complex. The initial rent and all rent increases must comply with any State or local rent control limits. Further, any owner leasing promotions for unassisted tenants (e.g., the initial two months of occupancy are "rent free") must be taken into consideration in determining rent reasonableness.

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

Even if an owner's rent is reasonable, BHA may request owners to voluntarily agree to a temporary rent reduction or defer rent increases to help avoid the termination of HAP contracts due to shortfalls in HCV funding. It is the owner's option to agree to such measures. However, the BHA will not "freeze" rents due to insufficient funding when an owner requests an increase, if the agency determines the increased rent to be reasonable, and the owner does not agree to defer a rent increase.

3. Housing Choice Voucher Payment Standards must be established according to HUD regulation so that no more than 40% of the participants are paying more than 30% of their monthly adjusted income for rent. If circumstances dictate it, the BHA may be forced to ask for a waiver of this prohibition in order to sufficiently lower its payment standard.
4. The utility allowance schedule may be reviewed to determine if the utility allowances are too high. If they are too high that means that the participants are being subsidized

in an excess manner. The new utility allowance schedule may be placed into effect after a thirty-day notice or at a participant's next reexamination depending on the financial circumstances the BHA finds itself in.

As stated in this Admin Plan, utility allowances are supposed to be adjusted annually or sooner if there is a utility rate increase of 10% or more. If circumstances warrant, the BHA reserves the right to seek a HUD waiver of this regulatory requirement.

5. An initial PHA may request that a receiving PHA absorb portable families for which the initial PHA is being billed. This may include the receiving PHA retroactively absorbing families for which the initial PHA was already billed and made payments. In these cases, the receiving PHA reimburses the initial PHA for payments made back to the effective date of the absorption, but only for the current calendar year. Both the receiving PHA and initial PHAs must agree to this arrangement. This provision provides an exception to Section 10 of Notice PIH 2011-3 on HCV Portability and Corrective Actions. (Section 10 provides that the receiving PHA may not retroactively absorb families for which the receiving PHA was previously billing for any time period that commences before 10 working days from the time the receiving PHA notifies the initial PHA of the absorption.) BHA will attempt to get receiving PHAs to absorb whenever possible.

If the BHA is the receiving PHA, it will not “absorb” a family into its HCV program until it executes a HAP contract on behalf of the family that moves to a new unit. The BHA will not engage in sham or fake portability paperwork exercises in an attempt to address their utilization or leasing problems. If the family is not placed under a HAP contract for a new unit in the receiving PHA's jurisdiction, the receiving PHA cannot absorb the family.

6. If financial circumstances dictate, BHA may deny portability moves to a higher cost area for its Housing Choice Voucher participants and/or shoppers if the BHA has insufficient funds to pay the higher subsidy amounts and the receiving BHA declines to absorb the family. While the Board of Commissioners must establish this policy after an examination of the fiscal affairs of the organization, individual denials of portability shall only occur after the BHA has determined that the receiving BHA will not absorb the family. The denial of absorption shall be documented in that person's file.

This can only occur if the portability action would cause the BHA to be unable to avoid terminating the vouchers of current voucher participants during the affected calendar year. If a family is denied its portability request, no subsequent families will be admitted to the program until the BHA has determined that sufficient funding exists to approve the move and has notified the family that the family may now exercise its move to the higher cost area.

BHA will notify the HUD Field Office in writing that it is denying a portability move. The notification will include:

- a. A financial analysis that demonstrates insufficient funds are projected to meet the current calendar year projection of expenses. The projection must not include vouchers that have been issued but are not yet under contract.
 - b. A statement certifying the BHA has ceased issuing vouchers and will not admit families from their waiting list while the limitation on moves to a higher cost unit is in place.
 - c. A copy of this Admin Plan stating how the BHA will address families who have been denied moves.
 - d. If a family is denied a portability request due to lack of funding, it shall be so notified in writing when the denial is made. The letter shall include the period the family's request to move shall remain active (**INSERT A SPECIFIC PERIOD OF TIME, I.E., SIX MONTHS**) and how they will be notified when funds become available.
7. If financial circumstances dictate, the BHA may deny the right of a participant to move within the jurisdiction of the BHA to a portion of the jurisdiction that has a higher payment standard than the portion of the jurisdiction the participant currently lives in if the BHA has insufficient funds to pay the higher subsidy amounts.
- The same HUD notification requirements as in the preceding paragraph apply. Also, if a family is denied a move within the jurisdiction due to lack of funding, it shall be so notified in writing when the denial is made. The letter shall include the period the family's request to move shall remain active (**INSERT A SPECIFIC PERIOD OF TIME, I.E., SIX MONTHS**) and how they will be notified when funds become available.
8. Housing Choice Vouchers issued to families on the waiting list that have not resulted in HAP contracts may be cancelled.
 9. The BHA may be forced to not reissue vouchers surrendered by current participants immediately upon their return to BHA. Instead, the vouchers may be held in the Authority's inventory in order to avoid dire financial consequences. The amount of time they will be held shall be determined based upon the financial situation of BHA.
 10. The subsidy standards set forth in Section 13.0 may be reexamined. The BHA may revise subsidy standards that exceed minimum HUD requirements to reduce bedroom

size eligibility in accordance with 24 CFR § 982.402. Subsidy standards must be consistent with the HQS space requirements in 24 CFR § 982.401(d) which includes a dwelling unit must have at least one bedroom or living sleeping area for each two persons. Children of the opposite sex, other than those under five years old, may not be required to occupy the same bedroom or living/sleeping room.

If a family leases a unit larger than the unit size on the voucher, the BHA will ensure that the payment standard used to calculate the tenant share is based on the lower of the voucher unit size for which the family is eligible or the actual unit size leased. If the family size is reduced after admission, the BHA will ensure that the correct payment standard is used in calculating the family rent portion. An “empty nester” single individual (or any household with similarly reduced member size) living in a 3-bedroom unit should have a 0- or 1-bedroom payment standard, not a 3-bedroom payment standard. If the unit size for which the family is eligible changes during the term of the HAP contract, the new unit size is applicable at the first regular reexamination following the change in accordance with 24 C.F.R. 982.505(c)(5).

11. In accordance with 24 C.F.R. 982.517(d)(1) and this Plan, BHA must use the appropriate utility allowance for the smaller of the size of dwelling unit actually leased by the family or the family voucher size as determined under Section 13.0 Subsidy Standards. In extraordinary circumstances, the BHA may be forced to ask HUD for a waiver of this regulation to apply the utility allowances for the bedroom size for which the family was eligible under the BHA’s subsidy standards, rather than for the unit size the family is leasing if it is larger.
12. A program-wide study may be conducted to ensure that families are utilizing the proper size Housing Choice Voucher for their current family size.
13. If the minimum rent is increased under Section 18.8 (2), it can be made the first of the month following the month families are notified of the increase (provided there has been at least a 45-day notice) instead of at the next reexamination.
14. The requirement of when families have to report changes of their income as set forth in Section 20.5 may be modified due to the financial pressure facing the BHA. Also, the new rent payment may become effective at the start of the next month provided there has been a thirty-day notice.
15. If the BHA is forced to stop issuing all of its Housing Choice Vouchers due to a funding shortfall and has any special purpose vouchers for non-elderly disabled persons (NED), Family Unification Program (FUP), or HUD Veterans Affairs Supportive Housing (VASH) then when it resumes issuing Housing Choice Vouchers it will re-

issue the NED, FUP and/or VASH Vouchers in the same proportion as they exist in relation to the overall program.

16. The absolutely last step the BHA will take to resolve its Housing Choice Voucher financial problems will be to terminate the vouchers of families already receiving assistance. The HUD Field Office and the FMC financial analyst will be notified prior to notices of termination being issued. If this becomes necessary, a public lottery will be held to determine the sequence of people leaving the program.
17. If it becomes necessary for the BHA to terminate Housing Choice Vouchers, the families terminated shall be reinstated onto the program as soon as fiscally and practically feasible in the order they were removed from the program. However, if the BHA has a special need (i.e., NED, FUP, VASH, etc.) allocation of Housing Choice Vouchers that were terminated, they shall be the first to be reinstated until the full NED allocation is leased.

Notwithstanding the BHA's adoption of policies noted above to deny portability or moves within its jurisdiction or revision of payment or subsidy standards, reasonable accommodation requests for a person's disability must still be evaluated in accordance with HUD's Section 504 implementing regulations at 24 CFR part 8. Such requests will be granted when an accommodation may be necessary to afford persons with disabilities an equal opportunity to use and enjoy a dwelling, unless it would impose an undue financial and administrative burden on the BHA or fundamentally alter the nature of the BHA's operations.

36.0 FOSTER YOUTH INDEPENDENCE – TENANT PROTECTION VOUCHERS

In 2019, HUD published Notice PIH 2019-20 regarding Tenant Protection Vouchers (TPV) for Foster Youth to Independence (FYI) initiative, which called for federal, state, and local partners to work together to end homelessness. HUD recognized that young adults aging out of foster care or with a history of involvement in foster care are at high risk for homelessness.

As part of the FYI-TPV initiative, BHA and the Maine Department of Health and Human Services (DHHS) collaborated to TPVs for eligible youth. Eligible youth must meet the following conditions:

1. Be at least eighteen (18) years of age and not more than twenty-four (24) years of age;
and
2. Left foster care, or will leave foster care within ninety (90) days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act at age sixteen

(16) or older; and

3. Be homeless or at risk of becoming homeless.

36.1 DHHS Responsibilities

Under its collaboration with BHA, DHHS has agreed to:

1. Develop and implement a system for identifying eligible youth within the agency's caseload and review referrals from BHA and other Community of Care (CoC) members.
2. Develop and implement a system for prioritization of referrals to ensure that youth are prioritized for a FYI TPV based upon level of need and appropriateness of the intervention.
3. Receive youth Release of Information and provide written certification to the BHA that a youth meets eligibility conditions listed above
4. Collaborate with BHA on the provision of services to TPV recipients for no more than thirty-six (36) months. The organization(s) to provide these services will be identified from various community-based organizations. Services include:
 - a. Basic life skills information and counseling on money management, use of credit, housekeeping, proper nutrition, meal preparation, and access to health care (e.g. doctors, medication, and mental and behavioral support services).
 - b. Counseling on compliance with rental lease requirements and with the Housing Choice Voucher (HVC) program participant requirements, including assistance and referrals for assistance for security deposits, utility hook-up fees, and utility deposits.
 - c. Provide such assurances to owners of rental property as are reasonable and necessary to assist an eligible youth to rent a unit with a voucher.
 - d. Job preparation and attainment counseling, including where to look, how to apply, dress, grooming, and relationships with supervisor and co-workers.
 - e. Education and career advancement counseling regarding attainment of GED, attendance and financing of education (including technical school, trade school, and college), work ethic, and attitude.

36.2 BHA Responsibilities

1. Accept referrals of Youth certified by DHHS as eligible for assistance under this notice.
2. Determine if youth referred by DHHS are eligible for FYI-TPS assistance.
3. Make referrals of possible eligible youth to DHHS.
4. Formally request FYI—TPV vouchers for eligible youth and provide HUD with all required information.
5. Apply all policies and procedures of the HCV programs to the lease-up and ongoing management of the FYI participant's tenancy and make proper use of funding for HAP Contract obligations with participating landlords.
6. Collaborate DHHS on the provision of services to FYI recipients for no more than thirty-six (36) months. The organization(s) to provide these services will be identified from various community-based organizations.

37.0 EMERGENCY HOUSING VOUCHERS

On May 10, 2021, BHA was selected by HUD to receive Emergency Housing Vouchers and funding as authorized by the American Rescue Plan Act of 2021 ("ARP"). BHA administers its EHV's in accordance with the ARP, PIH Notice 2021-15 (the "Notice"), the terms of which are incorporated herein by reference, and any subsequent notices issued by HUD, as well as under a Memorandum of Understanding that it has executed with the Maine State Housing Authority, in its capacity as Collaborative Applicant to the Maine Continuum of Care.

BHA's policies adopted and set forth in this Admin Plan apply to the EHV's unless such policies conflicts with the requirements of the ARP, the requirements of the Notice, or the waivers and alternative requirements set forth in the Notice.

37.1 Eligible Uses of Service Fees

BHA will be allocated a one-time services fee for each EHV allocated to it to support its efforts in implementing and operating an effective EHV services program that will best address the needs of EHV eligible individuals and families in its jurisdiction. The eligible uses of the service fee shall fall into one of the four main components set forth in the Notice and such assistance for the component shall be provided in the manner set forth in the Notice. BHA may use the services fee to provide any or all of the defined eligible uses to assist families to successfully lease units with the EHV's.

37.2 *Permissive Prohibitions*

The Notice sets forth permissive prohibitions for applicants for EHVs. In deciding whether to apply those permissive prohibitions for such applicants, BHA will consult with its CoC partner to understand the impact that the proposed prohibitions may have on referrals and must take the CoC's recommendations into consideration. After such consultation and consideration, BHA may apply the permissive prohibitions set forth in the Notice. In that event, application determinations will be made based on an individualized assessment of relevant mitigating information. BHA will not deny admission on the prohibited grounds set forth in the Notice.

GLOSSARY

50058 Form: The HUD form that housing authorities are required to complete and electronically submit to HUD for each assisted household in public housing to record information used in the certification and re-certification process and, at the option of BHA, for interim reexaminations. Housing Authorities must retain at a minimum the last three years of the form 50058, and supporting documentation, during the term of each assisted lease, and for a period of at least three years from the end of participation date. Electronic retention of form HUD 50058 and HUD 50058-FSS and supporting documentation fulfills the record retention requirement.

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

Absorption: In portability, the point at which a receiving BHA stops billing the initial BHA for assistance on behalf of a portable family. [24 CFR 982.4]

Adjusted Annual Income: The amount of household income, after deductions for specified allowances, on which a participant's rent is based.

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

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

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

Adult: A household member who is 18 years or older or who is the head of the household, or spouse, or co-head. An emancipated minor is also considered an adult. An adult must have the legal capacity to enter a lease under State and local law. In the anti-drug portions of this policy, it also refers to a minor who has been convicted of a crime as an adult under any Federal, State or tribal law.

Allowances: Amounts deducted from the household's annual income in determining adjusted annual income (the income amount used in the rent calculation). Allowances are given for elderly families, dependents, medical expenses for elderly and disabled families, disability expenses, and child care expenses for children under 13 years of age. Other allowances can be given at the discretion of BHA.

Amortization Payment: In a manufactured home space rental: The monthly debt service payment by the family to amortize the purchase price of the manufactured home. If furniture was included in the purchase price, the debt service must be reduced by 15% to exclude the cost of the furniture.

The amortization cost is the initial financing, not refinancing. Set-up charges may be included in the monthly amortization payment.

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

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

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

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

Assets: see net family assets.

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

Assisted lease (lease): A written agreement between an owner and a family for the leasing of a dwelling unit to the family. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP contract between the owner and BHA.

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

Business Days: Days BHA is open for business.

Certification: The examination of a household's income, expenses, and family composition to determine the household's eligibility for program participation and to calculate the household's rent for the following 12 months.

Child: For purposes of citizenship regulations, a member of the family other than the family head or spouse who is under 18 years of age.

Child care expenses: Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care. In the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income.

Citizen: A citizen or national of the United States.

Common space: In shared housing: Space available for use by the assisted family and other occupants of the unit.

Congregate housing: Housing for elderly or persons with disabilities that meets the HQS for congregate housing.

Consent form: Any consent form approved by HUD to be signed by assistance applicants and participants for the purpose of obtaining income information from employers and SWICAs, return information from the Social Security Administration, and return information for unearned income from the Internal Revenue Service. The consent forms may authorize the collection of other information from assistance applicants or participants to determine eligibility or level of benefits.

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

Continuously assisted: An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the Housing Choice Voucher Program or is temporarily residing in a shelter for a legitimate reason.

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

Cooperative member: A family of which one or more members owns membership shares in a cooperative.

Covered Families: Families who receive welfare assistance or other public assistance benefits ("welfare benefits") from a State or other public agency ("welfare agency") under a program for which Federal, State, or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for such assistance.

Covered Person: For purposes of the anti-drug provisions of this policy, a covered person is a resident, any member of the resident's household, a guest or another person under the resident's control.

Currently engaging in: With respect to behavior such as illegal use of a drug, other drug-related criminal activity, or other criminal activity, currently engaging in means that the individual has engaged in the behavior recently enough to justify a reasonable belief that the individual's behavior is current.

Dating Violence: Violence committed by a person: (A) who is or has been in a social relationship of a romantic or intimate nature with the victim; and (B) where the existence of such a relationship shall be determined based on a consideration of the following factors: (i) the length of the relationship; (ii) the type of relationship; and (iii) the frequency of interaction between the persons involved in the relationship.

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

Department: The Department of Housing and Urban Development.

Dependent: A member of the family (except foster children and foster adults) other than the family head or spouse, who is under 18 years of age, or is a person with a disability, or is a full-time student.

Disability assistance expenses: Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.

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

Disabled person: See "person with disabilities."

Displaced family: A family in which each member, or whose sole member, is a person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

Displaced person: A person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

Domestic Violence: Includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim share a child in common, by a person who is cohabitated with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult, youth victim, affiliated person or intimate partner, who is protected from that persons acts under the domestic or family violence laws of the jurisdiction.

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

Drug: means a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).

Drug-related criminal activity: The illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug.

Drug trafficking: The illegal manufacture, sale, or distribution, or the possession with intent to manufacture, sell, or distribute, of a controlled substance.

Economic self-sufficiency program: Any program designed to encourage, assist, train or facilitate the economic independence of HUD-assisted families or to provide work for such families. These programs include programs for job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, and any program necessary to ready a participant for work (including a substance abuse or mental health treatment program), or other work activities.

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

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

Evidence of citizenship or eligible status: The documents that must be submitted to evidence citizenship or eligible immigration status.

Exception rent: An amount that exceeds the published fair market rent.

Extremely low-income families: Those families whose incomes do not exceed 30% of the median income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 30% of the median income for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

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

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

Family includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:

1. A single person, who may be an elderly person, displaced person, disable person, near-elderly person, or any other single person; or
2. A group of persons residing together, and such group includes, but is not limited to:
 - a. A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family) (the temporary absence of a child from the home due to placement in foster care shall not be considered in determining family composition and family size);
 - b. An elderly family;
 - c. A near-elderly family;
 - d. A disabled family;
 - e. A displaced family;

- f. The remaining member of a resident family; and
- g. A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a resident family.

Family members: include all household members except live-in aides, foster children and foster adults. All family members permanently reside in the unit, though they may be temporarily absent. All family members are listed on the HUD-50058 form.

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

Family self-sufficiency program (FSS program): The program established by a Housing Authority to promote self-sufficiency of assisted families, including the coordination of supportive services (42 U.S.C. 1437u).

Family share: The portion of rent and utilities paid by the family or the gross rent minus the amount of the housing assistance payment.

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

First-time homeowner: In the homeownership option, a family of which no member owned any present ownership interest in a residence of any family member during the three years before commencement of homeownership assistance for the family. The term "first-time homeowner" includes a single parent or displaced homemaker (as those terms are defined in 12 U.S.C. 12713) who, while married, owned a home with his or her spouse, or resided in a home owned by his or her spouse.

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

FMR/exception rent limit: The HCV existing housing fair market rent published by HUD headquarters, or any exception rent. For a tenancy in the Housing Choice Voucher Program, BHA may adopt a payment standard up to the FMR/exception rent limit.

Full-time employment: Employment that averages at least 30 hours per week. This can include self-employment as long as the employee earns at least the average of the federal minimum wage over a 30-hour period.

Full-time student: A person who is attending school or vocational training on a full-time basis as defined by the institution.

Gender identity: Actual or perceived gender-related characteristics.

Gross rent: The sum of the rent to the owner plus any utilities.

Group Home: A dwelling unit that is licensed by a State as a group home for the exclusive residential use of two to twelve persons who are elderly or persons with disabilities (including any live-in aide).

Guest: Means a person temporarily staying in the unit with the consent of a resident or other member of the household who has express or implied authority to so consent on behalf of the resident.

Head of household: The adult member of the family who is the head of the household for purposes of determining income eligibility and rent.

Home: In the homeownership option: A dwelling unit for which BHA pays homeownership assistance.

Homeowner: In the homeownership option, a family of which one or more members owns title to the home.

Homeownership assistance: In the homeownership option, monthly homeownership assistance payments by BHA. Homeownership assistance payment may be paid to the family, or to a mortgage lender on behalf of the family.

Homeownership expenses: In the homeownership option, a family's allowable monthly expenses for the home, as determined by the BHA in accordance with HUD requirements.

Homeownership option: Assistance for a homeowner or cooperative member under Sec. 982.625 to Sec. 982.641. A special housing type.

Household members: include all individuals who reside or will reside in the unit and who are listed on the lease, including live-in aides, foster children and foster adults.

Housing Assistance Payment (HAP): The monthly assistance by a BHA, which includes (1) a payment to the owner for rent to the owner under the family's lease, and (2) an additional payment to the family if the total assistance payment exceeds the rent to owner.

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

Housing voucher: A document issued by a Housing Authority to a family selected for admission to the Housing Choice Voucher Program. This document describes the program and the procedures for Housing Authority approval of a unit selected by the family. The housing choice voucher also states the obligations of the family under the program.

Housing choice voucher holder: A family that has an unexpired housing choice voucher.

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

Imputed income: For households with net family assets of more than \$5,000, the amount calculated by multiplying net family assets by a HUD-specified percentage. If imputed income is more than actual income from assets, the imputed amount is used in determining annual income.

Imputed welfare income: The amount of annual income not actually received by a family, as a result of a welfare benefit reduction for welfare fraud or the failure to comply with economic self-sufficiency requirements, that is nonetheless included in the family's annual income for purposes of determining rent.

Income category: Designates a family's income range. There are three categories: low income, very low income and extremely low-income.

Incremental income: The increased portion of income between the total amount of welfare and earnings of a family member prior to enrollment in a training program and welfare and earnings of the family member after enrollment in the training program. All other amounts, increases and decreases, are treated in the usual manner in determining annual income.

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

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

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

Interest in the home: In the homeownership option:

- a. In the case of assistance for a homeowner, “interest in the home” includes title to the home, any lease or other right to occupy the home, or any other present interest in the home.
- b. In the case of assistance for a cooperative member, “interest in the home” includes ownership of membership shares in the cooperative, any lease or other right to occupy the home, or any other present interest in the home.

Interim (examination): A reexamination of a household's income, expenses, and household status conducted between the annual recertifications when a change in a household's circumstances warrant such a reexamination.

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

Law enforcement agency: The National Crime Information Center (NCIC), police departments and other law enforcement agencies that hold criminal conviction records.

Lease: A written agreement between an owner and participant for the leasing of a dwelling unit to the resident. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP Contract between the owner and BHA.

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

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

- a. Is determined to be essential to the care and well-being of the persons;
- b. Is not obligated for the support of the persons; and
- c. Would not be living in the unit except to provide the necessary supportive services.

A live-in aide is not a party to the lease.

Low-income families: Those families whose incomes do not exceed 80% of the median income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 80% of the median for the area on the basis of HUD's findings that such variations are necessary because of unusually high or low family incomes.

Manufactured home: A manufactured structure that is built on a permanent chassis, is designed for use as a principal place of residence, and meets the HQS.

Manufacture home space: In manufactured home space rental: A space leased by an owner to a family. A manufactured home owned and occupied by the family is located on the space.

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

Membership shares: In the homeownership option, shares in a cooperative. By owning such cooperative shares, the share-owner has the right to reside in a particular unit in the cooperative, and the right to participate in management of the housing.

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

Moderate rehabilitation: Rehabilitation involving a minimum expenditure of \$1000 for a unit, including its prorated share of work to be accomplished on common areas or systems, to:

- a. upgrade to decent, safe and sanitary condition to comply with the Housing Quality Standards or other standards approved by HUD, from a condition below these standards (improvements being of a modest nature and other than routine maintenance); or
- b. repair or replace major building systems or components in danger of failure.

Monthly adjusted income: One twelfth of adjusted income.

Monthly income: One twelfth of annual income.

Mutual housing is included in the definition of "cooperative".

National: A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

Near-elderly family: A family whose head (including co-head), spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons who are at least 50 years of age but below the age of 62 living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides.

Net family assets:

- a. Net cash value after deducting reasonable costs that would be incurred in disposal of real property, savings, stocks, bonds, and other forms of capital investment,

excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.

- b. In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income.
- c. In determining net family assets, housing authorities or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or resident for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefor. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms.
- d. For purposes of determining annual income under HCV Homeownership, the term “net family assets” does not include the value of a home currently being purchased with assistance under the HCV Homeownership Program. This exclusion is limited to the first 10 years after the purchase date of the home.

Noncitizen: A person who is neither a citizen nor national of the United States.

Notice Of Funding Availability (NOFA): For budget authority that HUD distributes by competitive process, the Federal Register document that invites applications for funding. This document explains how to apply for assistance and the criteria for awarding the funding.

Occupancy standards: The standards that BHA establishes for determining the appropriate number of bedrooms needed to house families of different sizes or composition.

Other person under the tenant’s control: For the purposes of the definition of covered person it means the person, although not staying as a guest (as defined in this section) in the unit, is, or was at the time of the activity in question, on the premises (as premises is defined in this section) because of an invitation from the tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not under the tenant’s control.

Owner: Any person or entity, including a cooperative, having the legal right to lease or sublease existing housing. In the anti-drug related Areas of this policy, it means the owner of federally assisted housing.

Participant (participant family): A family that has been admitted to BHA's program and is currently assisted in the program. The family becomes a participant on the effective date of the first HAP contract executed by BHA for the family (first day of initial lease).

Payment standard: In a housing choice voucher tenancy, the maximum monthly assistance payment for a family (before deducting the total tenant payment by family contribution). For a housing choice voucher tenancy, BHA sets a payment standard in the range from 90% to 110% of the current FMR.

Permanently absent: A person or persons not actually residing in the unit who once lived there and does not intend to return. One becomes permanently absent when one vacates the unit.

Person with disabilities: A person who:

- A. Has a disability as defined in 42 U.S.C. 423
- B. Is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment that:
 - 1. Is expected to be of long-continued and indefinite duration;
 - 2. Substantially impedes his or her ability to live independently; and
 - 3. Is of such a nature that the ability to live independently could be improved by more suitable housing conditions; or
- C. Has a developmental disability as defined in 42 U.S.C. 6001

This definition does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome.

For purposes of qualifying for low-income housing, it does not include a person whose disability is based solely on any drug or alcohol dependence.

Portability: Renting a dwelling unit with HCV tenant-based assistance outside the jurisdiction of the initial Housing Authority.

Premises: The building or complex in which the dwelling unit is located, including common areas and grounds. For purposes of the anti-drug provisions of this policy it means the building or complex or development in which the public or assisted housing dwelling unit is located, including common areas and grounds.

Present ownership interest: In the homeownership option, “Present ownership option” in a residence includes title, in whole or in part, to a residence, or ownership, in whole or in part, of membership shares in a cooperative. “Present ownership interest” in a residence does not include the right to purchase title to the residence under a lease-purchase agreement.

Preservation: This program encourages owners of eligible multifamily housing projects to preserve low-income housing affordability and availability while reducing the long-term cost of providing rental assistance. The program offers several approaches to restructuring the debt of properties developed with project-based HCV assistance whose HAP contracts are about to expire.

Private space: In shared housing: The portion of a contract unit that is for the exclusive use of an assisted family.

Processing Entity: The person or entity who is responsible for making eligibility and related determinations and an income reexamination. In the HCV and public housing programs the processing entity is the responsibility entity.

Project-Based Assistance Program: A HCV program administered by an BHA pursuant to 24 CFR part 983, as amended by HUD in the Federal Register, Vol. 66, No. 10 on January 16, 2001 *Revisions to PHA Project-Based Assistance Program; Initial Guidance*.

Proration of assistance: The reduction in a family's housing assistance payment to reflect the proportion of family members in a mixed family who are eligible for assistance.

Public Housing: Housing assisted under the 1937 Act, other than under HCV. Public housing includes dwelling units in a mixed finance project that are assisted by a PHA with capital or operating funds.

Public Housing Agency: A State, county, municipality or other governmental entity or public body (or agency or instrumentality thereof) authorized to engage in or assist in the development or operation of low-income housing.

Reasonable rent: A rent to owner that is not more than charged: (a) for comparable units in the private unassisted market; and (b) for a comparable unassisted unit in the premises.

Receiving Housing Authority: In portability, a Housing Authority that receives a family selected for participation in the tenant-based program of another Housing Authority. The receiving Housing Authority issues a housing choice voucher, and provides program assistance to the family.

Re-certification: A reexamination of a household's income, expenses, and family composition to determine the household's rent for the following 12 months.

Remaining member of a tenant family: A member of the family listed on the lease who continues to live in an assisted household after all other family members have left.

Rent to owner: The monthly rent payable to the owner under the lease. Rent to owner covers payment for any housing services, maintenance, and utilities that the owner is required to provide and pay for.

Responsible Entity:

- A. For the public housing program, the HCV tenant-based assistance program (24 CFR 982), and the HCV project-based voucher program (24 CFR 983), and the HCV moderate rehabilitation program (24 CFR 882), responsible entity means the PHA administering the program under an ACC with HUD;
- B. For all other HCV programs, responsible entity means the HCV project owner.

Risk assessment: In the context of lead-based paint it means an on-site investigation to determine and report the existence, nature, severity, and location of lead-based paint hazards in residential dwellings, including:

- A. Information gathering regarding the age and history of the housing and occupancy by children under age 6;
- B. Visual inspection;
- C. Limited wipe sampling or other environmental sampling techniques;
- D. Other activity as may be appropriate; and
- E. Provision of a report explaining the results of the investigation.

Set-up charges: In a manufactured home space rental, charges payable by the family for assembly, skirting and anchoring the manufactured home.

Sexual orientation: Homosexuality, heterosexuality, or bisexuality.

Shared housing: A unit occupied by two or more families. The unit consists of both common space for shared use by the occupants of the unit and separate private space for each assisted family.

Shelter allowance: That portion of a welfare benefit (e.g., TANF) that the welfare agency designates to be used for rent and utilities.

Single person: Someone living alone or intending to live alone who does not qualify as an elderly person, a person with disabilities, a displaced person, or the remaining member of a tenant family.

Single room occupancy housing (SRO): A unit for occupancy by a single eligible individual capable of independent living that contains no sanitary facilities or food preparation facilities, or contains either, but not both, types of facilities.

Special admission: Admission of an applicant that is not on BHA waiting list, or admission without considering the applicant's waiting list position.

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

Specified welfare benefit reduction:

- A. A reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare agency, because of fraud by a family member in connection with the welfare program; or because of welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.
- B. "Specified welfare benefit reduction" does not include a reduction or termination of welfare benefits by the welfare agency:
 - 1. at the expiration of a lifetime or other time limit on the payment of welfare benefits;
 - 2. because a family member is not able to obtain employment, even though the family member has complied with welfare agency economic self-sufficiency or work activities requirements; or
 - 3. because a family member has not complied with other welfare agency requirements.

Stalking: to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate; or to place under surveillance with the intent to kill, injure, harass, or intimidate another person; and in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (i) that person; (ii) a member of the immediate family of that person; or (iii) the spouse or intimate partner of that person.

State Wage Information Collection Agency (SWICA): The State agency receiving quarterly wage reports from employers in the State, or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information.

Statement of family responsibility: An agreement in the form prescribed by HUD, between BHA and a family to be assisted under the Moderate Rehabilitation Program, stating the obligations and responsibilities of the family.

Statement of homeowner obligations: In the homeownership option, the family's agreement to comply with program obligations.

Subsidy standards: Standards established by a BHA to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

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

Temporarily absent: A person or persons not actually residing in a unit for a period of time while still maintaining control of the unit. If the absence exceeds **THIRTY (30)** calendar days, BHA must agree to the absence.

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

Third-party (verification): Oral or written confirmation of a household's income, expenses, or household composition provided by a source outside the household, such as an employer, doctor, school official, etc.

Tolling: see suspension.

Total tenant payment (TTP):

- (1) Total tenant payment is the amount calculated under Section 3(a)(1) of the 1937 Act which is the higher of :
 - a. 30% of the family's monthly adjusted income;
 - b. 10% of the family's monthly income;
 - c. Minimum rent; or
 - d. if the family is receiving payments for welfare assistance from a public agency and a part of such payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of such payments which is so designated.
- (2) If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under Section 3(a)(1) shall be the amount resulting from one application of the percentage.

Utility allowance: If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a BHA or HUD of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

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

Utility reimbursement: The portion of the housing assistance payment that exceeds the amount of the rent to owner. It is only paid when the housing assistance payment exceeds the rent to owner. If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a PHA of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

VAWA: The Violence Against Women and Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162, approved August 28, 2006), as amended by the U.S. Housing Act of 1937 (42 U.S.C. 1437d and 42 U.S. 1437f).

Verification:

- a. The process of obtaining statements from individuals who can attest to the accuracy of the amounts of income, expenses, or household member status (e.g., employers, public assistance agency staff, doctors).
- b. The three types of verification are:
 - (1) Third-party verification, either written or oral, obtained from employers, public assistance agencies, schools, etc.
 - (2) Documentation such as a copy of a birth certificate or bank statement
 - (3) Family certification or declaration (only used when third-party or documentation verification is not available)

Very low-income families: Families whose incomes do not exceed 50% of the median family income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 50% of the median for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

Violent criminal activity: Means any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.

Voucher (rental voucher): A document issued by a BHA to a family selected for admission to the Housing Choice Voucher Program. This document describes the program and the procedures for BHA approval of a unit selected by the family and states the obligations of the family under the program.

Voucher holder: A family holding a housing choice voucher with unexpired search time.

Waiting list admission: An admission from BHA waiting list. [24 CFR 982.4]

Welfare Assistance: Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, State or local governments (including assistance provided under the Temporary Assistance for Needy Families (TANF) program, as that term is defined under the implementing regulations issued by the Department of Health and Human Services at 45 CFR 260.31).

45 CFR 260.31 defines the term “assistance” to include cash, payments, vouchers, and other forms of benefits designed to meet a family's ongoing basic needs (i.e., for food, clothing, shelter, utilities, household goods, personal care items, and general incidental expenses).

It includes such benefits even when they are:

- A. Provided in the form of payments by a TANF agency, or other agency on its behalf, to individual recipients; and
- B. Conditioned on participation in work experience or community service (or any other work activity under 45 CFR 261.30).

Except where excluded later in this definition, it also includes supportive services such as transportation and childcare provided to families who are not employed.

The term “assistance” excludes:

- A. Nonrecurrent, short-term benefits that:
 - 1. Are designed to deal with a specific crisis situation or episode of need;
 - 2. Are not intended to meet recurrent or ongoing needs; and
 - 3. Will not extend beyond four months.
- B. Work subsidies (i.e., payments to employers or third parties to help cover the costs of employee wages, benefits, supervision, and training);
- C. Supportive services such as child care and transportation provided to families who are employed;
- D. Refundable earned income tax credits;
- E. Contributions to, and distributions from, Individual Development Accounts;
- F. Services such as counseling, case management, peer support, childcare information and referral, transitional services, job retention, job advancement, and other employment-related services that do not provide basic income support; and
- G. Transportation benefits provided under a Job Access or Reverse Commute project, pursuant to section 404(k) of the Act, to an individual who is not otherwise receiving assistance.

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

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

Written notification: All written notifications required in this policy shall be hand delivered with a signed receipt or mailed via first class mail unless specified otherwise.

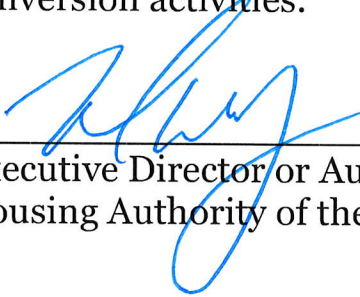
ACRONYMS

ACC	Annual Contributions Contract
CACC	Consolidated Annual Contributions Contract
CFR	Code of Federal Regulations
FMR	Fair Market Rent
FSS	Family Self Sufficiency (program)
HA	BHA
HAP	Housing Assistance Payment
HCDA	Housing and Community Development Act
HQS	Housing Quality Standards
HUD	Department of Housing and Urban Development
INS	(U.S.) Immigration and Naturalization Service
NAHA	(Cranston-Gonzalez) National Affordable Housing Act
NOFA	Notice of Funding Availability
OMB	(U.S.) Office of Management and Budget
QHWRA	Quality Housing and Work Responsibility Act of 1998
PHA	Public Housing Agency
TTP	Total Tenant Payment

Regarding:
Capital Fund Program (CFP)
Amendment to the Consolidated Contributions Contract
ME01P00950120

**Attachment 6: Substantial Deviation, Significant
Amendment/Modification Statement**

Substantial deviations or significant amendments or modifications are defined as discretionary changes in the plans or policies of the Housing Authority of the City of Bangor that fundamentally change the mission, goals, objectives, or plans of the agency and which require formal approval of the Board of Commissioners. Such changes may include changes to rent and/or admissions policies, additions of non-emergency work items that are not included in the Annual Statement or Five-Year Plan, additions of new activities that are not included in the current plan, any change with regard to demolition, disposition, designation, homeownership programs, or conversion activities.



Executive Director or Authorized Agent:
Housing Authority of the City of Bangor



Date:

Attachment 7: Definition of Significant Amendment and Substantial Deviation/Modification

Substantial deviations and significant amendments or modifications are defined as discretionary changes in the plans or policies of BHA that fundamentally change the mission, goals, objectives, or plans of the agency and which require formal approval of the Board of Commissioners.

Attachment 8: Statement of New Activities

BHA will continue to evaluate mixed-finance, demolition and/or disposition, conversion to the Rental Assistance Demonstration program, to improve its assets and make important capital improvements.

In addition, BHA will consider applying for PBV's should they become available and will consider executing a project-based contract for new affordable housing project, to assist in the preservation of existing housing, or in the construction of new senior housing.

BHA will designate units as HUD-approved vacancies to assist in renovation of existing units within AMPs.

BHA will seek approval for Capital Fund Finance Program transactions using future Capital Fund Program funds for debt service for planned Capital Improvement Work items.

BHA has applied for the Moving-to-Work Demonstration Program: Asset Building Cohort, as set forth in Notice PIH-2022-11. If BHA is selected for participation, it will comply with all Moving-to-Work objectives, statutory and regulatory requirements, and applicable notices.

Attachment 10: Report of the Housing Authority of the City of Bangor's Progress in Meeting its Mission and Goals Described in its 5-Year and Annual Plan

GOAL: Be a High Performer under PHAS and SEMAP for each of the next five years.	
Objective	Progress
Maintain a waiting list for both programs so that there are an optimal number of applicants that is reviewed every six months.	We continue updating our waiting list and marketing our programs. BHA joined the Section 8 Maine Centralized waiting list July 2016 and currently have 719 families on the waiting list. We have a monthly average of approximately 110 public housing applicants each month.
Maintain an average public housing unit turnover rate of 14 calendar days or less.	Currently average turnover is approximately four weeks due to staffing issues. We are working to reduce turnaround times.
Achieve an FSS participation rate of at least 300 families.	There are currently 128 families in our FSS program.
Maintain a Housing Choice Voucher lease-up rate of at least 96%.	We continue to accomplish this objective.
Maintain Police Office Liaison Program with the Bangor Police Department.	The contract with the City of Bangor police department continued to be renewed for another year.
GOAL: Partner with the Bangor Housing Development Corporation to acquire or develop units of affordable housing.	
Objective	Progress
Convert Public Housing units to RAD	We have completed the preliminary steps toward a RAD conversion, including working with a firm to explore the financial feasibility of a RAD conversion. We expect to hold tenant meetings and formally apply for a RAD conversion in late 2022/early 2023.

Develop family housing on First Street	Due to financial constraints, we determined that further development of this project was not feasible. The property was sold in August 2022.
Develop senior housing on Davis Road.	<p>We saw significant progress on this project in 2022.</p> <p>We closed on a \$14 million construction financing/tax credit deal on August 16, 2022. Site work began on this 32-unit senior housing project in July 2022. We have a substantial completion date of October 10, 2023, and expect to begin leasing up units in late 2023.</p>

GOAL: Maintain the resident service partnerships that we currently have to help grow the Boys & Girls Club, the FSS program and Families Forward

Objective	Progress
Continue growth of FSS Program for Public Housing residents and HCV Participants	<p>There are currently 128 families in our FSS program.</p> <p>During the grant period of June 1, 2021- May 31, 2022, the Families Forward program served 56 families, including 52 new participants (adults and children), and at the conclusion of this grant period, 44 families remain in our program.</p> <p>We will continue to pursue the growth of the Families Forward program.</p>
Continue growth of Boys & Girls Club of Bangor (B&GCB)	<p>In the summer of 2020, the B&GCB and BHA formalized a separation of operations to allow the B&GCB to operate more fully as a separate entity.</p> <p>B&GCB provided enrichment programming to 126 youth between September 1, 2021, and August 31, 2022. Those youth participated in an assortment of activities aimed at fostering a love of learning, encouraging a healthy lifestyle, and providing opportunities for social and emotional growth.</p> <p>B&GCB has also added additional</p>

	<p>opportunities to experience STEM learning, explore the arts, become engaged in community service, and practice life skills, including the following new programs: Money Matters: Financial Literacy for Teens; Work-Based Learning; Book Buddies; IM Healthy; Earn-A-Bike with the Bicycle Coalition of Maine; before-school care; and, a 21st Century Learning Program for grades 4 and 5.</p> <p>B&GCB will also take advantage of BHA's proposed renovation to its Administrative Office, described below.</p>
Continue growth of Families Forward	<p>January 2020-March 2021, the Families Forward program served 75 of families, including 50 new participants (adults and children), and at the conclusion of this grant period, 62 families remain in our program.</p> <p>In 2022, we applied for a Congressional appropriation through Senator Collins' office. In late July, we learned that \$2 million has been appropriated to BHA, pending a full Senate and House vote, to convert the current Administrative Office to classroom and childcare space for our FSS program and B&GCB. This project will allow BHA to expand its FSS offerings, allowing it to explore local partnerships, including educational and career-oriented offerings to participants.</p> <p>We will continue to pursue the further growth of the Families Forward program.</p>

GOAL: Partner with other local Housing Authorities and Organizations to increase efficiency and delivery of services

Objective	Progress
Provide more third-party services of maintenance and property management to local organizations.	We will continue to evaluate ways to provide third-party services of maintenance and property management services to local organizations.
Evaluate existing programs and services to identify potential collaborations or consolidation of programs	We share our General Counsel with the Housing Authority of the City of Brewer and the Housing Authority of the City of Old Town. This year we began sharing our General Counsel with the five housing authorities

	<p>comprising the Mount Desert Island and Ellsworth Housing Authorities. This arrangement provides cost savings to all these organizations.</p> <p>We will continue to evaluate existing programs and services to identify potential collaborations or consolidation of programs.</p>
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**Certification by State or Local
Official of PHA Plans Consistency
with the Consolidated Plan or
State Consolidated Plan
(All PHAs)**

U. S Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 3/31/2024

**Certification by State or Local Official of PHA Plans
Consistency with the Consolidated Plan or State Consolidated Plan**

I, _____, the _____
Official's Name *Official's Title*

certify that the 5-Year PHA Plan for fiscal years _____ and/or Annual PHA Plan for fiscal
year 2023 _____ of the Housing Authority of the City of Bangor is consistent with the
PHA Name

Consolidated Plan or State Consolidated Plan including the Analysis of Impediments (AI) to Fair
Housing Choice or Assessment of Fair Housing (AFH) as applicable to the

Local Jurisdiction Name

pursuant to 24 CFR Part 91 and 24 CFR §§ 903.7(o)(3) and 903.15.

Provide a description of how the PHA Plan's contents are consistent with the Consolidated Plan or
State Consolidated Plan.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will
prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Executive Director:

Michael Myatt

Signature

[Signature]

8/23/22
Date

Name Board Chairperson:

RICHARD A. LAKEVITZ

Signature

[Signature]

8/23/22
Date

The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S.
Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information
are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality. This information is collected to
ensure consistency with the consolidated plan or state consolidated plan.

Public reporting burden for this information collection is estimated to average 0.16 hours per year per response, including the time for reviewing
instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD
may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

**Certifications of Compliance with
PHA Plan and Related Regulations
(Standard, Troubled, HCV-Only, and
High Performer PHAs)**

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 3/31/2024

**PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations
including PHA Plan Elements that Have Changed**

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairperson or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the 5-Year and/or x Annual PHA Plan, hereinafter referred to as "the Plan", of which this document is a part, and make the following certification and agreements with the Department of Housing and Urban Development (HUD) for the PHA fiscal year beginning 01/01/2023, in connection with the submission of the Plan and implementation thereof:

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located (24 CFR § 91.2).
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments (AI) to Fair Housing Choice, or Assessment of Fair Housing (AFH) when applicable, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan (24 CFR §§ 91.2, 91.225, 91.325, and 91.425).
3. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Resident Advisory Board or Boards in developing the Plan, including any changes or revisions to the policies and programs identified in the Plan before they were implemented, and considered the recommendations of the RAB (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
4. The PHA provides assurance as part of this certification that:
 - (i) The Resident Advisory Board had an opportunity to review and comment on the changes to the policies and programs before implementation by the PHA;
 - (ii) The changes were duly approved by the PHA Board of Directors (or similar governing body); and
 - (iii) The revised policies and programs are available for review and inspection, at the principal office of the PHA during normal business hours.
5. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
6. The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4), the Fair Housing Act (42 U.S.C. 3601-19), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), title II of the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and other applicable civil rights requirements and that it will affirmatively further fair housing in the administration of the program. In addition, if it administers a Housing Choice Voucher Program, the PHA certifies that it will administer the program in conformity with the Fair Housing Act, title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, title II of the Americans with Disabilities Act, and other applicable civil rights requirements, and that it will affirmatively further fair housing in the administration of the program.
7. The PHA will affirmatively further fair housing, which means that it will take meaningful actions to further the goals identified in the Assessment of Fair Housing (AFH) conducted in accordance with the requirements of 24 CFR § 5.150 through 5.180, that it will take no action that is materially inconsistent with its obligation to affirmatively further fair housing, and that it will address fair housing issues and contributing factors in its programs, in accordance with 24 CFR § 903.7(o)(3). The PHA will fulfill the requirements at 24 CFR § 903.7(o) and 24 CFR § 903.15(d). Until such time as the PHA is required to submit an AFH, the PHA will fulfill the requirements at 24 CFR § 903.7(o) promulgated prior to August 17, 2015, which means that it examines its programs or proposed programs; identifies any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement; and maintains records reflecting these analyses and actions.
8. For PHA Plans that include a policy for site-based waiting lists:
 - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2011-65);

- The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
 - Adoption of a site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
 - The PHA shall take reasonable measures to assure that such a waiting list is consistent with affirmatively furthering fair housing; and
 - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR 903.7(o)(1).
9. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
 10. In accordance with 24 CFR § 5.105(a)(2), HUD's Equal Access Rule, the PHA will not make a determination of eligibility for housing based on sexual orientation, gender identify, or marital status and will make no inquiries concerning the gender identification or sexual orientation of an applicant for or occupant of HUD-assisted housing.
 11. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
 12. The PHA will comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
 13. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.
 14. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
 15. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
 16. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
 17. The PHA will keep records in accordance with 2 CFR 200.333 and facilitate an effective audit to determine compliance with program requirements.
 18. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
 19. The PHA will comply with the policies, guidelines, and requirements of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Financial Assistance, including but not limited to submitting the assurances required under 24 CFR §§ 1.5, 3.115, 8.50, and 107.25 by submitting an SF-424, including the required assurances in SF-424B or D, as applicable.
 20. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
 21. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
 22. The PHA certifies that it is in compliance with applicable Federal statutory and regulatory requirements, including the Declaration of Trust(s).

Housing Authority of the City of Bangor
PHA Name

ME009
PHA Number/HA Code

☒ Annual PHA Plan for Fiscal Year 2023


☐ 5-Year PHA Plan for Fiscal Years 20__ - 20__

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802).

Name of Executive Director

Michael Myatt

Signature



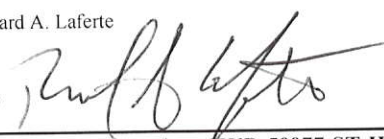
Date

8/23/22

Name Board Chairman

Richard A. Laferte

Signature



Date

8/23/22

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