

**HOUSING CHOICE
VOUCHER PROGRAM
ADMINISTRATIVE PLAN**

**HOUSING AUTHORITY OF
THE CITY OF BANGOR**

Effective January 1, 2025

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Update

On about September 18, 2024, the United States Department of Housing and Urban Development (HUD) announced that public housing authorities like BangorHousing will not be required to be compliant with certain provisions of Sections 102 and 104 of the Housing Opportunity Through Modernization Act of 2016 (HOTMA) by January 1, 2025, the prior implementation deadline. This delay is because these provisions require access to new HOTMA-complaint HUD forms in the Housing Information Portal (HIP), which has not been released.

BangorHousing updated and published its Admissions and Continued Occupancy Policy (ACOP) and Administrative Plan (Admin Plan) in reliance on the prior deadline. As a result of HUD's recent announcement, BangorHousing is delaying the implementation of certain sections of its ACOP and Admin Plan, pending further guidance from HUD regarding the full implementation of Sections 102 and 104 of HOTMA. This delay will affect the sections set forth below and any others that are affected by the HOTMA-implementation delay. Following an announcement from HUD, BangorHousing will publicly announce the effective date of any previously delayed sections of its plans.

ACOP Affected Provisions	Admin Plan Affected Provisions
11.0 Asset Limitations	17.0 Asset Limitations
12.2: Net Family Assets	16.3: Net Family Assets
12.3: Determination of Income Using Means Tested Public Assistance	16.4: Determination of Income Using Means Tested Public Assistance
12.6: Hardship Exemptions for Health/Medical Care Expenses & Reasonable Care & Auxiliary Apparatus Expenses	16.8: Hardship Exemptions for Health/Medical Care Expenses & Reasonable Care & Auxiliary Apparatus Expenses
12.7: Hardship Exemptions to Continue Child-Care Expense Deduction	16.9: Hardship Exemptions to Continue Child-Care Expense Deduction
13: New language regarding EIV	18: New language regarding EIV
16.6: New provisions regarding interims	21.5: New provisions regarding interims

ADMINISTRATIVE PLAN

The goal of the Housing Authority of the City of Bangor (BangorHousing) 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 BangorHousing 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 BangorHousing has exercised its discretion. The policies and procedures included in the Administrative Plan apply to applicants, residents, and BangorHousing.

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

1.0 CIVIL RIGHTS

BangorHousing 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.

BangorHousing will not discriminate any person because 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 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 accommodation. BangorHousing 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. s

BangorHousing will not inquire about a person's actual or perceived sexual orientation or gender identity. BangorHousing may, however, inquire about a person's gender 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.

BangorHousing will provide information to its applicants and participants about discrimination and the recourse available if they believe they have been victims of discrimination. BangorHousing

will assist any family that believes they have suffered illegal discrimination by providing them with copies of the appropriate complaint forms. BangorHousing 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

BangorHousing 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 BangorHousing’s programs, services and activities.

Therefore, BangorHousing 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.

BangorHousing will post a copy of its Reasonable Accommodation Policy (the “Policy”) in its Administrative Office, located at 133 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 BangorHousing’s Section 504 Coordinator.

2.1 Authority

BangorHousing’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

BangorHousing’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 BangorHousing’s Section 504 Coordinator:

**Housing Authority of the City of Bangor
Section 504 Coordinator
133 Davis Road
Bangor, ME 04401**

Tel: 942-6365

Fax: 942-6043

2.3 Training

BangorHousing's Section 504 Coordinator will ensure that appropriate BangorHousing 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. BangorHousing 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

BangorHousing 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, BangorHousing 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, BangorHousing will forward the request to the Section 504 Coordinator.

Within fourteen calendar days of receipt of a request, BangorHousing will respond, including whether additional information or documentation may be required. BangorHousing 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 BangorHousing, including but not limited to being documented in BangorHousing’s files for the individual. If BangorHousing 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. BangorHousing 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, BangorHousing 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 BangorHousing 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, BangorHousing will inform the individual of the reason(s) for the denial and the right to request a meeting and/or hearing pursuant to BangorHousing’s Grievance Policy.

If BangorHousing 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 BangorHousing's programs), BangorHousing 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, BangorHousing will grant it. If there is not such an alternative accommodation, however, BangorHousing may deny the request. In denying the request, BangorHousing will inform the individual of the reason(s) for the denial and the right to request a meeting and/or hearing pursuant to BangorHousing's Grievance Policy.

Denials of reasonable accommodation requests are discussed further below.

All requests that are approved will be implemented promptly.

2.7 Verification

BangorHousing may request documentation of the need for a reasonable accommodation as identified on the Request Form. BangorHousing 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.

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

If BangorHousing 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, BangorHousing 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 BangorHousing's public housing program;
 - b. An undue financial burden on BangorHousing; or
 - c. An undue administrative burden on BangorHousing;

2.9 Right to Appeal/Grievance Policy

1. An HCV Program participant or applicant may file a complaint in accordance with BangorHousing's Grievance Procedure following a determination by BangorHousing.
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
51 State House Station
Augusta, Maine 04333
(207) 624-6290**

**Boston Regional Office of FHEO
U.S. Department of Housing and Urban Development
Thomas P. O'Neill, Jr. Federal Building
10 Causeway Street**

**Boston, MA 02222-1092
(617) 994-8300
(800) 827-5005**

3.0 ACCESSIBLE DOCUMENTS

BangorHousing 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.

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

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

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

4.0 OUTREACH

BangorHousing 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.

BangorHousing 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.

BangorHousing 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 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

BangorHousing 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 BangorHousing offices, office hours, telephone numbers, and hours of operation
4. Income Limits for Admission
5. Grievance Procedure
6. Fair Housing Poster
7. Any current BangorHousing notices
8. Equal Opportunity in Employment Poster
9. BangorHousing's SEMAP score and designation, if issued

7.0 RESPONSIBILITIES AND OBLIGATIONS

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

7.1 BangorHousing Responsibilities

1. In administering the HCV Program, BangorHousing will comply with the Consolidated Annual Contributions Contract between BangorHousing 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.

2. In administering the HCV Program, BangorHousing 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 BangorHousing utility allowance;
- q. Administer and enforce the HAP contract with an owner, including taking appropriate action as determined by the BangorHousing, 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 BangorHousing decisions concerning applicants for participation in the HCV Program;
- t. Conduct informal hearings on certain BangorHousing 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 the owner's obligations under the HAP contract and the lease.
2. The owner is responsible for:
 - a. Screening and selection of the family to occupy the owner's unit.
 - b. Screening of families on the basis of their tenancy histories. Consistent with the requirements of the Fair Housing Act, including those found at 24 CFR

100.500, an owner may consider a family's background with respect to such factors as:

- i. Payment of rent and utility bills;
 - ii. Caring for a unit and premises;
 - iii. Respecting the rights of other residents to the peaceful enjoyment of their housing.
 - iv. Drug related criminal activity, violent criminal activity, or other criminal activity that is a threat to the health, safety or property of others; and
 - v. Compliance with other essential conditions of 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 BangorHousing 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 BangorHousing sixty (60) days prior to any rent increase.
 5. The owner must give BangorHousing 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 BangorHousing 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 BangorHousing 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 BangorHousing inspection. The family must allow BangorHousing 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 BangorHousing 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. BangorHousing must approve the composition of the assisted family residing in the unit. The family must promptly inform BangorHousing of the birth, adoption, or court-awarded custody of a child. The family must request approval from BangorHousing 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 BangorHousing if any family member no longer resides in the unit.
- d. If BangorHousing has given approval, a foster child or a live-in aide may reside in the unit. BangorHousing has the discretion to adopt reasonable policies concerning residence by a foster child or a live-in aide, and defining when BangorHousing 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 BangorHousing to verify that the family is living in the unit, or relating to family absence from the unit, including any BangorHousing-requested information or certification on the purposes of family absences. The family must cooperate with BangorHousing for this purpose. The family must promptly notify BangorHousing 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 BangorHousing for absences exceeding 30 days. BangorHousing 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 BangorHousing.

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, BangorHousing 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

BangorHousing 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 BangorHousing screening criteria and attend a briefing in order to be admitted to the HCV 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:
 - i. An elderly person, displaced person, disabled person, near-elderly person, or any other single person; or
 - ii. An otherwise eligible youth who has attained at least 18 years of age and not more than 24 years of age and who has left foster care, or will leave foster care within 90 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act (42 U.S.C. 675(5)(H)) and is homeless or is at risk of becoming homeless at age 16 or older.
 - 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.

2. Income eligibility.

- a. To be eligible to receive assistance a family shall, at the time the family initially receives assistance under the HCV 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 BangorHousing;
 - 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 in BangorHousing'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 BangorHousing's jurisdiction under

portability and have the status of applicant rather than of participant at their initial BangorHousing, must meet the income limit for the area where they were initially assisted under the program.

- iii. Families who are moving into BangorHousing's jurisdiction under portability and are already program participants at their initial HA do not have to meet the income eligibility requirement for HA program.
- iv. Income limit restrictions do not apply to families transferring units within BangorHousing'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

Prior to admission, every family member regardless of age must provide BangorHousing with a complete and accurate Social Security Number (and proof that the Social Security Number belongs to them) unless they do not contend eligible immigration status. An individual's Social Security Number will be verified in the form and manner discussed in Section 18.4

5. Consent forms

- a. 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, including but not limited to the HUD-9886 form.

- b. The consent form must contain, at a minimum, the following:
 - i. A provision authorizing HUD or BangorHousing 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 BangorHousing 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 provision authorizing BangorHousing to obtain any financial record from any financial institution, as the terms financial record and financial institution are defined in the Right to Financial Privacy Act (12 U.S.C. 3401), whenever BangorHousing determines the record is needed to determine an applicant's or participant's eligibility for assistance or level of benefits; and
 - v. A statement that the authorization to release the information requested by the consent form will remain effective until the earliest of:
 - 1. The rendering of a final adverse decision for an assistance applicant;
 - 2. The cessation of a participant's eligibility for assistance from HUD and BangorHousing; or
 - 3. The express revocation by the assistance applicant or recipient (or applicable family member) of the authorization, in a written notification to HUD.

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

BangorHousing 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. BangorHousing 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, BangorHousing 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.

10.0 DENIAL

10.1 Grounds for Denial

Applicant families may be denied admission to the HCV Program (or be terminated from the HCV Program if a participant, if applicable) for the following reasons:

1. Does not meet any one or more of the eligibility criteria set forth above.

2. Does not supply information or documentation required by the application process.
3. The family was evicted from housing assisted under the HCV program for serious violation of the lease.
4. Any member of the family fails to sign and submit consent form for obtaining information, in accordance with federal regulations.
5. Any member of the family does not establish citizenship or eligible immigration status, in accordance with federal regulations.
6. Any family member fails to meet the eligibility requirements concerning individuals enrolled at an institution of higher education as specified in 24 CFR 5.612.
7. Family fails to meet the restrictions on net assets and property ownership at the time of admission.
8. The family violates any family obligations of the HCV program, as found in 24 CFR 982.551.
9. Any member of the family has been evicted from federally assisted housing in the last 5 years.
10. A PHA has terminated assistance under the program for any member of the family.
11. Any member of the family has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program.
12. If the family currently owes rent or other amounts to the PHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act, other than amounts subject to a payment agreement in good standing.
13. The family has not reimbursed any PHA for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.
14. The family breached an agreement with the PHA to pay amounts owed to a PHA, or amounts paid to an owner by a PHA.
15. The family has engaged in or threatened abusive or violent behavior toward PHA personnel.

16. A welfare-to-work (WTW) family fails, willfully and persistently, to fulfill its obligations under the welfare-to-work voucher program.
17. If any member of family:
 - a. Is subject to a lifetime registration requirement under a State sex offender registration program.
 - b. Has engaged in:
 - i. Drug-related criminal activity.
 - ii. Violent criminal activity.
 - iii. Other criminal activity that would threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity.
 - iv. Other criminal activity that would threaten the health or safety of the owner, property management staff, or persons performing a contract, administration function or responsibility on behalf of BangorHousing, including a BangorHousing employee or contractor, subcontractor, or agent.
18. A member of the household's abuse or pattern of abuse of alcohol threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or BangorHousing employees.
19. The household, within 3 years from the date of the eviction, contains a household member who was evicted from federally assisted housing for drug related criminal activity. BangorHousing may admit the household if:
 - a. The evicted household member who engaged in drug-related criminal activity is participating in or has successfully completed substance use treatment services; or
 - b. The circumstances leading to eviction no longer exist (e.g., the household member who engaged in the criminal activity has died or is imprisoned).
20. Any household member is currently engaged in any illegal use of a drug, including marijuana or medical marijuana, or illegal use of a drug by any Household Member

threatens the health, safety or right to peaceful enjoyment of the premises by other residents or Bangor Housing employees.

- a. Currently engaged in means, with respect to behavior that the individual has engaged in the behavior recently enough to justify a reasonable belief that the individual's behavior is current. A finding that an individual is currently engaging in behavior must satisfy the preponderance of the evidence standard and must take into account any relevant contrary evidence, such as evidence that the individual has successfully completed substance use treatment services with no evidence of recurrence. In the absence of evidence to the contrary, conduct that occurred 12 months or longer before the determination date does not support a determination that an individual is currently engaging in the conduct at issue.

21. Any household member has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing.

With regard to admissions decisions based on criminal activity, BangorHousing will look at conduct occurring within the past 3 years. However, BangorHousing may impose a longer prohibition based on particular criminal activity but only after it determines, based on empirical evidence, that a longer prohibition is necessary to ensure the health, safety, and peaceful enjoyment of other tenants or property employees.

All determinations to deny admission or terminate participation based on criminal activity must be supported by preponderance of the evidence. An arrest record alone will not be the basis for determination that an individual has engaged in criminal activity that warrants denial of admission or termination of participation.

Before denying admission or terminating participation for criminal activity, BangorHousing will notify the household of the proposed action and provide a copy of any relevant criminal record to the subject of the record and the applicant (except where otherwise prohibited by law) no less than 15 days prior to notification of the decision. During the 15-day period, BangorHousing must provide the subject of any record an opportunity to dispute the accuracy and relevance of that record. BangorHousing must provide the household an opportunity to present any relevant mitigating information which may include, but not limited to, the circumstances listed at 24 CFR 982.553(a)(2) or 982.555, whichever is applicable.

While BangorHousing is determining whether there are grounds for denial of admission based on criminal activity, BangorHousing cannot issue a voucher to the family, enter into a HAP contract or approve a lease, or process or provide assistance under portability procedures.

No applicant that was previously denied admission based on criminal activity shall be prohibited from applying for assistance. BangorHousing will not deny the application based solely on the prior denial.

10.2 Relevant Circumstances and Individualized Assessment (Admission)

Before denying admission on the basis of a criminal record, criminal activity, illegal drug use, or alcohol abuse, BangorHousing will conduct an individualized assessment that takes into account circumstances relevant to a particular admission decision. The circumstances relevant to a particular admission decision include, but are not limited to:

1. The nature and circumstances of the conduct in question, including the seriousness of the offense, the extent to which it bears on suitability for tenancy and the length of time that has passed since the conduct;
2. The extent to which the applicant or relevant household member has taken actions to mitigate the risk that admission of the individual would adversely affect the health, safety, and peaceful enjoyment of the premises by other residents, the owner or property employees (e.g., evidence of post-conviction rehabilitation, treatment/recovery, employment, housing history, treatment of a medical condition of a household member);
3. Whether the applicant would like BangorHousing to consider mitigating circumstances related to a medical condition of a household member, which must then be considered;
4. Whether the relevant circumstances provide reason to believe such conduct will reoccur and rise to the level that it may interfere with the health, safety, or right to peaceful enjoyment of the premises by others. In making this determination, BangorHousing must consider relevant evidence, which may include evidence provided by the household, that a household member has successfully completed substance use treatment services or has been otherwise rehabilitated successfully, along with evidence that the illegal use of a controlled substance or abuse of alcohol, as applicable, has not recurred. For this purpose, Bangor Housing may require the applicant to submit evidence of the household member's current participation in or successful completion of substance use treatment services or that the household member is otherwise in recovery from drug use or alcohol abuse; and
5. Whether further considerations must be made to comply with the obligations to consider and provide reasonable accommodations to persons with disabilities. A

reasonable accommodation may include, for example, disregarding the conduct or record if it was disability related.

10.3 Relevant Circumstances (Terminating Assistance)

Before exercising its discretion to terminate assistance based on criminal record, finding of criminal activity, illegal drug use or alcohol abuse, BangorHousing must take into account all the circumstances relevant to a particular termination. The circumstances relevant to a particular termination may include, but are not limited to:

1. The nature and circumstances of the conduct in question, including the seriousness of the offense and the extent to which it bears on fitness for continued tenancy.
2. The effect on the community of termination or eviction; or of the failure of the responsible entity to take such action.
3. The extent of participation by the leaseholder in the conduct.
4. The effect of termination of assistance or eviction on household members not involved in the conduct.
5. The extent to which the leaseholder or relevant household member has taken reasonable steps to prevent or mitigate the offending action.
6. Whether the relevant circumstances provide reason to believe such conduct will recur and rise to the level that it may interfere with the health, safety, or right to peaceful enjoyment of the premises by others. In making this determination, BangorHousing must consider relevant evidence, which may include evidence provided by the household that a household member has successfully completed substance use treatment services or has been otherwise rehabilitated successfully, along with evidence that the illegal use of a controlled substance or abuse of alcohol, as applicable, has not recurred. For this purpose, BangorHousing may require the applicant to submit evidence of the household members current participation in or successful completion of substance use treatment services or that the household member is otherwise in recovery from drug use or alcohol abuse.
7. Whether the leaseholder would like the owner to consider mitigating circumstances related to a medical condition of a household member, which must then be considered.

8. Whether further considerations must be made to comply with the obligations to consider and provide reasonable accommodations to persons with disabilities. A reasonable accommodation may include, for example, disregarding the conduct or termination or record, if it was disability related.

10.4 Notification of Negative Actions

Any applicant whose name is being removed from the waiting list will be notified by BangorHousing, 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. BangorHousing'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, BangorHousing will provide a reasonable accommodation. If the applicant indicates that they did not respond due to a disability, BangorHousing 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.

10.5 Informal Review

If BangorHousing determines that an applicant does not meet the criteria for receiving HCV assistance, BangorHousing 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. BangorHousing will describe how to obtain an informal review. The informal review process is described below.

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 BangorHousing's Administrative Office, located at **133 Davis Road, Bangor, Maine**, during regular business hours or by mail, email, or fax. Families can visit <https://bangorhousing.org/> for contact information. Applications will be accepted at

BangorHousing's Administrative Office during regular business hours or by mail, email, or fax. Applicants can also apply online anytime at <https://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, BangorHousing will make a preliminary determination of eligibility. BangorHousing will notify the family in writing of the date and time of placement on the waiting list. If BangorHousing 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. Upon updating an applicant's file, a confirmation of that update will be mailed, emailed, or faxed to the family.

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. BangorHousing 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. BangorHousing 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 BangorHousing.

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 BangorHousing. If BangorHousing adds new programs, such as a project-based voucher program, BangorHousing 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 BangorHousing, 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 BangorHousing 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

BangorHousing 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 applicable preferences factored in.

2. Any contact between the BangorHousing 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 BangorHousing 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 BangorHousing 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 BangorHousing 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 BangorHousing 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

BangorHousing 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 BangorHousing will use the assistance for those families.

12.2 Preferences

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

BangorHousing 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 BangorHousing 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 BangorHousing 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 BangorHousing 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 BangorHousing 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, BangorHousing 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

BangorHousing 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

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, BangorHousing will use the following principles to determine the appropriately sized unit for family:

Bedroom size will also be determined using the following guidelines:

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 BangorHousing’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, BangorHousing 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 family unit size will be determined by the BangorHousing 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 BangorHousing 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, BangorHousing 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, BangorHousing 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 BangorHousing's jurisdiction;
6. Types of eligible housing;

7. For families qualified to lease a unit outside BangorHousing'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, BangorHousing will give the family a packet covering at least the following subjects:

1. The term of the voucher and BangorHousing'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 BangorHousing 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 BangorHousing determines the maximum rent for an assisted unit;
5. Where the family may lease a unit and explanation on how portability works, including information on how portability may affect the family's assistance through screening, subsidy standards, payment standards, and any other elements of the portability process which may affect the family's assistance, including that the receiving PHA may not rescreen a family that moves under portability procedures;
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 BangorHousing approval of a unit;
8. A statement of BangorHousing's policy on providing information to prospective owners. This policy requires applicants to sign disclosure statements allowing BangorHousing 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, BangorHousing 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. BangorHousing's subsidy standards, including when BangorHousing 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 BangorHousing 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 BangorHousing that may be available;
12. The family's obligations under the program;
13. The grounds upon which BangorHousing may terminate assistance because of the family's action or inaction;
14. BangorHousing informal hearing procedures, including when BangorHousing 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

BangorHousing will issue only vouchers.

Once all family information has been verified, eligibility determined, subsidy calculated, and they have attended the family briefing, the BangorHousing 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 BangorHousing during the term of the voucher. BangorHousing will review the request, the lease, and the HUD required tenancy addendum and make an initial determination of approval of tenancy. BangorHousing 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, BangorHousing 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. BangorHousing will promptly notify the owner and the family whether the unit and tenancy are approvable.

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

Additional screening is the responsibility of the owner. Upon request by a prospective owner, BangorHousing 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 term of the voucher will be 120 days.

BangorHousing may grant one extension of the term, not to exceed an additional 120 calendar days. 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.

Additional extensions may be granted as reasonable accommodations.

Upon submittal of a completed request for approval of tenancy form, the BangorHousing will suspend the term of the voucher. The term will be suspended until the date BangorHousing provides notice that the request has been approved or denied. This policy allows families the full term to find a unit, not penalizing them for the period during which BangorHousing 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 BangorHousing, 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 BangorHousing will approve a lease if all of the following conditions are met:

1. The unit is eligible;
2. The unit is inspected by BangorHousing 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 BangorHousing; and
7. The family continues to meet all eligibility and screening criteria.

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

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

1. The unit passes BangorHousing 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. BangorHousing approves the leasing of the unit.

BangorHousing 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, BangorHousing will execute the contract. BangorHousing 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 BangorHousing will not pay housing assistance to the owner.

13.7 Denial of Owner

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

1. The owner has violated any obligations under a Housing Assistance Payments Contract under Section 8 of the 1937 Act;
2. The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program;
3. The owner is currently engaging in or has engaged in, during a reasonable time before the decision regarding approval, any drug-related criminal activity, violent criminal activity, or other criminal activity that would threaten the health, safety or right to peaceful enjoyment of the premises by residents or PHA employees.;
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 has a history or practice of refusing an appropriate request by a PHA to take action to terminate tenancy of tenants of units assisted under Section 8 or any other federally assisted housing program for activity engaged in by the tenant, any member of the household, a guest, or another person under the control of any member of that::

- a. Threatens the right to peaceful enjoyment of the premises by other residents;
 - b. Threatens the health or safety of other residents, of employees of the PHA, or of owner employees or other persons engaged in management of the housing;
 - c. Threatens the health or safety of, or the right to peaceful enjoyment of their residences, by persons residing in the immediate vicinity of the premises; or
 - d. Is drug-related criminal activity or violent criminal activity.
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 BangorHousing 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.

BangorHousing will not approve a lease for any of the following special housing types, except as a reasonable accommodation for a family with disabilities or for a VASH voucher:

1. Congregate housing

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

The BangorHousing 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 BangorHousing has terminated the HAP contract. The BangorHousing will issue the family a new voucher if the

family does not owe the BangorHousing or any other HA money, has not violated a Family Obligation, has not moved or been issued a voucher within the last 12 months, and if the BangorHousing 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, BangorHousing 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. BangorHousing will not terminate assistance if the family, with or without prior notification to BangorHousing, 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 BangorHousing's jurisdiction, will be required to attend a mover's briefing prior to the BangorHousing 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 BangorHousing'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 BangorHousing 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, BangorHousing 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 BangorHousing 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 BangorHousing a copy of said notice. BangorHousing 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 BangorHousing at the time the family first submits its application for participation in the program may lease a unit anywhere in the jurisdiction of BangorHousing or outside BangorHousing 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 BangorHousing at the time of its application, the family will not have any right to lease a unit outside of BangorHousing 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 BangorHousing. 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 BangorHousing allow a participant to improperly break a lease. Under extraordinary circumstances BangorHousing 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, BangorHousing 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 BangorHousing 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 BangorHousing 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.
3. A family that moves under portability procedures will not be subject to rescreening by the receiving PHA.

15.4 Portability Procedures

1. When BangorHousing 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 BangorHousing is the receiving housing authority:

- i. BangorHousing 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 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. BangorHousing 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 BangorHousing will add thirty days to the voucher expiration date per HUD regulations. BangorHousing will determine whether to extend the voucher term. The family must submit a request for tenancy approval to BangorHousing during the term of BangorHousing's voucher.
- iii. BangorHousing may determine the family unit size for the portable family. The family unit size is determined in accordance with BangorHousing's subsidy standards.
- iv. BangorHousing 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 BangorHousing opts to conduct a new reexamination, the BangorHousing 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, BangorHousing will perform all BangorHousing program functions, such as reexaminations of family income and composition. At any time, either the Initial PHA or BangorHousing may make a determination to

deny or terminate assistance to the family in accordance with 24 CFR 982.552.

- vii. BangorHousing 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 BangorHousing

If funding is available under the Consolidated ACC for the HCV Program when the portable family is received, BangorHousing will absorb the family into its program. After absorption, the family is assisted with funds available under the Consolidated ACC for BangorHousing'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, BangorHousing 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, BangorHousing 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 BangorHousing'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, BangorHousing counts the income of all family members, excluding the types and sources of income that are specifically excluded. Once the annual income is determined, the BangorHousing subtracts out all allowable deductions (allowances) as the next step in determining the Total Tenant Payment.

16.2 Income

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

1. All amounts, not specifically excluded below, received from all sources by each member of the family who is 18 years of age or older or is the head of household or spouse of the head of household, plus unearned income by or on behalf of each dependent who is under 18 years of age, and
2. When the value of net family assets exceeds \$50,000 (which amount HUD will adjust annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers) and the actual returns from a given asset cannot be calculated, imputed returns on the asset based on the current passbook savings rate, as determined by HUD.

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

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 BangorHousing by the welfare agency) plus the total amount of other annual income.
- ii. At the request of BangorHousing, the welfare agency will inform BangorHousing 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 BangorHousing of any subsequent changes in the term or amount of such specified welfare benefit reduction. BangorHousing 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 BangorHousing 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. BangorHousing 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 BangorHousing has calculated the amount of imputed welfare income in accordance with HUD requirements, and if BangorHousing denies the family's request to modify such amount, then BangorHousing shall give the resident written notice of such denial, with a brief explanation of the basis for BangorHousing's determination of the amount of imputed welfare income. BangorHousing'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. BangorHousing 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 BangorHousing written notice of such reduction, the family's annual incomes shall include the imputed welfare income because of the specified welfare benefits reduction.
 - 2. BangorHousing 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, BangorHousing 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. BangorHousing shall rely on the welfare agency notice to BangorHousing 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 BangorHousing 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 BangorHousing 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.)

16.3 Net Family Assets¹ (SEE NOTE BELOW)

When determining net family assets, whether at admission or reexamination, BangorHousing will take the following steps:

1. Provide the family with a description of non-necessary personal property and ask the family to estimate the total value of their non-necessary personal property. BangorHousing will assess the list to determine if any of the items are necessary personal property. BangorHousing will make a determination as to each item identified, based on HUD guidance, and if the item is determined to be necessary, or otherwise excluded from net family assets, like a retirement account, educational savings account, etc, it will be excluded from the family's net assets.
2. BangorHousing considers the following to be necessary items of personal property:
 - Any automobile regularly used by a member of the family to commute to work, school, or childcare.

¹ This subsection will only be implemented pending further guidance from HUD and following notice to the public. BangorHousing may look to the provisions of its 2024 Admin Plan for further direction regarding the policies in this subsection.

- Any computer or electronic device (such as laptop, tablet, monitor, or cellphone) that is used by any family member to work, look for work, or study.
 - Any item used for religious purposes (such as a historic book of scripture).
 - Any furniture used in the family's home.
 - Jewelry or other keepsakes which hold religious or cultural value, or deep family significance. For example, a watch which has been in the family and passed down from generation to generation.
3. BangorHousing considers the following to be non-necessary items of personal property:
- Bank accounts and other financial investments (e.g., checking account, savings account, stocks/bonds).
 - Any automobile that is used purely for recreation (such as an RV or camping trailer) and not for any of the defined "necessary" uses, is a "non-necessary" item of personal property and is included in the calculation of net family assets.
 - Collectible items (such as sports cards or trading cards) that are not used for a work-related purpose by a family member.
4. BangorHousing may make specific determinations of other "necessary" items on a case-by-case basis.

16.4 Determination of Income Using Other Means Tested Public Assistance² (SEE NOTE BELOW)

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

BangorHousing will use third-party verification, which must include the family size and composition and state the family's annual income. The verification must be dated within the time frame specified for the type of verification, including within the previous 12-month period for purposes of the specified means-tested forms of federal public assistance. The family members listed in the third-party verification must match the family composition in the assisted unit. The annual income need not be broken down by family members nor income type.

Given that annual income includes income earned from assets, when using Safe Harbor to verify a family's income, BangorHousing will not inquire as to a family's net family assets, nor the

² This subsection will only be implemented pending further guidance from HUD and following notice to the public. BangorHousing may look to the provisions of its 2024 Admin Plan for further direction regarding the policies in this subsection.

income earned from those assets except with respect to whether the family owns assets which exceed the asset limitation in 24 CFR § 5.618, if required by BangorHousing.

If multiple determinations are available that meet all of the minimum verification criteria, BangorHousing will use the most recent determination (if completed more than 3 months apart). If determinations were completed within 3 months, BangorHousing will use them in the following order:

1. The Low-Income Housing Tax Credit program (26 U.S.C. 42).
2. The Supplemental Nutrition Assistance Program (42 U.S.C. 2011 et seq.).
3. The Special Supplemental Nutrition for Women, Infants, and Children (42 U.S.C. 786).
4. The Temporary Assistance for Needy Families block grant (42 U.S.C. 601, et seq.).
5. Medicaid (42 U.S.C. 1396 et seq.).
6. Supplemental Security Income (42 U.S.C. 1381 et seq.).
7. The Earned Income Tax Credit (26 U.S.C. 32).

16.5 Exclusions from Income

Annual income does not include the following:

1. Any imputed return on an asset when net family assets total \$50,000 or less (which amount HUD will adjust annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers) and no actual income from the net family assets can be determined.
2. The following types of trust distributions:
 - a. For an irrevocable trust or a revocable trust outside the control of the family or household excluded from the definition of net family assets under § 5.603(b):
 - i. Distributions of the principal or corpus of the trust; and
 - ii. Distributions of income from the trust when the distributions are used to pay the costs of health and medical care expenses for a minor.
 - b. For a revocable trust under the control of the family or household, any distributions from the trust; except that any actual income earned by the trust, regardless of whether it is distributed, shall be considered income to the family at the time it is received by the trust.
3. Earned income of children under the 18 years of age.

4. Payments received for the care of foster children or foster adults, or State or Tribal kinship or guardianship care payments.
5. Insurance payments and settlements for personal or property losses, including but not limited to payments through health insurance, motor vehicle insurance, and workers' compensation.
6. Amounts received by the family that are specifically for, or in reimbursement of, the cost of health and medical care expenses for any family member.
7. Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty owed to a family member arising out of law, that resulted in a member of the family becoming disabled.
8. Income of a live-in aide, foster child, or foster adult as defined in §§ 5.403 and 5.603, respectively.
9. (i) Any assistance that section 479B of the Higher Education Act of 1965, as amended (20 U.S.C. 1087uu), requires be excluded from a family's income; and

(ii) Student financial assistance for tuition, books, and supplies (including supplies and equipment to support students with learning disabilities or other disabilities), room and board, and other fees required and charged to a student by an institution of higher education (as defined under Section 102 of the Higher Education Act of 1965 (20 U.S.C. 1002)) and, for a student who is not the head of household or spouse, the reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit.
 - a. Student financial assistance, for purposes of paragraph (9)(ii), means a grant or scholarship received from— (1) The Federal government; (2) A State, Tribe, or local government; (3) A private foundation registered as a nonprofit under 26 U.S.C. 501(c)(3); (4) A business entity (such as corporation, general partnership, limited liability company, limited partnership, joint venture, business trust, public benefit corporation, or nonprofit entity); or (5) An institution of higher education.
 - b. Student financial assistance, for purposes of paragraph (9)(ii), does not include— (1) Any assistance that is excluded pursuant to paragraph (b)(9)(i) of this section; (2) Financial support provided to the student in the form of a fee for services performed (e.g., a work study or teaching fellowship that is not excluded pursuant to paragraph (b)(9)(i) of this section); (3) Gifts, including gifts from family or friends; or (4) Any amount of the scholarship or grant that, either by itself or in combination with assistance excluded under this paragraph or paragraph (b)(9)(i),

exceeds the actual covered costs of the student. The actual covered costs of the student are the actual costs of tuition, books and supplies (including supplies and equipment to support students with learning disabilities or other disabilities), room and board, or other fees required and charged to a student by the education institution, and, for a student who is not the head of household or spouse, the reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit. This calculation is described further in paragraph (b)(9)(ii)(E) of this section.

- c. Student financial assistance, for purposes of paragraph (9)(ii) must be: (1) Expressly for tuition, books, room and board, or other fees required and charged to a student by the education institution; (2) Expressly to assist a student with the costs of higher education; or (3) Expressly to assist a student who is not the head of household or spouse with the reasonable and actual costs of housing while attending the education institution and not residing in an assisted unit.
- d. Student financial assistance, for purposes of paragraph (9)(ii), may be paid directly to the student or to the educational institution on the student's behalf. Student financial assistance paid to the student must be verified by the responsible entity as student financial assistance consistent with this paragraph (9)(ii).
- e. When the student is also receiving assistance excluded under paragraph (9)(i) of this section, the amount of student financial assistance under this paragraph (b)(9)(ii) is determined as follows:
 - i. If the amount of assistance excluded under paragraph (b)(9)(i) of this section is equal to or exceeds the actual covered costs under paragraph b)(9)(ii)(B)(4) of this section, none of the assistance described in this paragraph (b)(9)(ii) of this section is considered student financial assistance excluded from income under this paragraph (b)(9)(ii)(E).
 - ii. If the amount of assistance excluded under paragraph (b)(9)(i) of this section is less than the actual covered costs under paragraph (b)(9)(ii)(B)(4) of this section, the amount of assistance described in paragraph (b)(9)(ii) of this section that is considered student financial assistance excluded under this paragraph is the lower of:
 1. the total amount of student financial assistance received under this paragraph (b)(9)(ii) of this section, or
 2. the amount by which the actual covered costs under paragraph (b)(9)(ii)(B)(4) of this section exceeds the assistance excluded under paragraph (b)(9)(i) of this section.

10. Income and distributions from any Coverdell education savings account under section 530 of the Internal Revenue Code of 1986 or any qualified tuition program under section 529 of such Code; and income earned by government contributions to, and distributions from, “baby bond” accounts created, authorized, or funded by Federal, State, or local government.
11. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
12. (i) 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);

(ii) Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (e.g., special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;

(iii) Amounts received under a resident service stipend not to exceed \$200 per month. A resident service stipend is a modest amount received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development.

(iv) Incremental earnings and benefits resulting to any family member from participation in training programs funded by HUD or in qualifying Federal, State, Tribal, or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program unless those amounts are excluded under paragraph (b)(9)(i) of this section.
13. 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.
14. Earned income of dependent fulltime students in excess of the amount of the deduction for a dependent in § 5.611.
15. Adoption assistance payments for a child in excess of the amount of the deduction for a dependent in § 5.611.

16. Deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts, or any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts.
17. Payments related to aid and attendance under 38 U.S.C. 1521 to veterans in need of regular aid and attendance.
18. Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit.
19. Payments made by or authorized by a State Medicaid agency (including through a managed care entity) or other State or Federal agency to a family to enable a family member who has a disability to reside in the family's assisted unit. Authorized payments may include payments to a member of the assisted family through the State Medicaid agency (including through a managed care entity) or other State or Federal agency for caregiving services the family member provides to enable a family member who has a disability to reside in the family's assisted unit.
20. Loan proceeds (the net amount disbursed by a lender to or on behalf of a borrower, under the terms of a loan agreement) received by the family or a third party (e.g., proceeds received by the family from a private loan to enable attendance at an educational institution or to finance the purchase of a car).
21. Payments received by Tribal members as a result of claims relating to the mismanagement of assets held in trust by the United States, to the extent such payments are also excluded from gross income under the Internal Revenue Code or other Federal law.
22. Amounts that HUD is required by Federal statute to exclude from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in paragraph (b) of this section apply. HUD will publish a notice in the Federal Register to identify the benefits that qualify for this exclusion. Updates will be published when necessary.
23. Replacement housing "gap" payments made in accordance with 49 CFR part 24 that offset increased out of pocket costs of displaced persons that move from one federally subsidized housing unit to another Federally subsidized housing unit. Such replacement housing "gap" payments are not excluded from annual income if the increased cost of rent and utilities is subsequently reduced or eliminated, and the displaced person retains or continues to receive the replacement housing "gap" payments.

24. Nonrecurring income, which is income that will not be repeated in the coming year based on information provided by the family. Income received as an independent contractor, day laborer, or seasonal worker is not excluded from income under this paragraph, even if the source, date, or amount of the income varies. Nonrecurring income includes:
- (i) Payments from the U.S. Census Bureau for employment (relating to decennial census or the American Community Survey) lasting no longer than 180 days and not culminating in permanent employment.
 - (ii) Direct Federal or State payments intended for economic stimulus or recovery.
 - (iii) Amounts directly received by the family as a result of State refundable tax credits or State tax refunds at the time they are received.
 - (iv) Amounts directly received by the family as a result of Federal refundable tax credits and Federal tax refunds at the time they are received.
 - (v) Gifts for holidays, birthdays, or other significant life events or milestones (e.g., wedding gifts, baby showers, anniversaries).
 - (vi) Non-monetary, in-kind donations, such as food, clothing, or toiletries, received from a food bank or similar organization.
 - (vii) Lump-sum additions to net family assets, including but not limited to lottery or other contest winnings.
25. Civil rights settlements or judgments, including settlements or judgments for back pay.
26. Income received from any account under a retirement plan recognized as such by the Internal Revenue Service, including individual retirement arrangements (IRAs), employer retirement plans, and retirement plans for self-employed individuals; except that any distribution of periodic payments from such accounts shall be income at the time they are received by the family.
27. Income earned on amounts placed in a family's Family Self Sufficiency Account.
28. Gross income a family member receives through self-employment or operation of a business; except that the following shall be considered income to a family member:
- (i) Net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or

profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations; and

(ii) Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.

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

16.6 Zero Income Status

For families claiming zero income, BangorHousing will check UIV sources and/or request information from third-party sources to verify that certain forms of income, such as unemployment benefits, TANF, SSI, etc., are not being received.

When the family claims no household income or cannot anticipate a source of income, the family must demonstrate financial capability to meet other basic living expenses and rental charges. The foregoing amount must include amounts for essential living expenses, such as food, clothing, diapers, transportation, and any non-essential items such as telephone, cable television, or internet service. Families claiming zero income must complete a form.

16.7 Deductions from Annual Income

The following deductions will be made from annual income:

1. \$480 for each dependent, which amount will be adjusted by HUD annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers, rounded to the next lowest multiple of \$25;
2. \$400 for any elderly family or disabled family, which amount will be adjusted by HUD annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers, rounded to the next lowest multiple of \$25;
3. The sum of the following, to the extent the sum exceeds 10 %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

³ Families that had received a deduction from annual income because their sum of expenses exceeded 3% of annual income as of January 1, 2024, may be eligible for a financial hardship exemption in accordance with 24 C.F.R. § 5.611(c). Such families may receive a phased-in deduction totaling the sum of eligible expenses.

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.

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.

16.8 Hardship Exemptions for Health/Medical Care Expenses & Reasonable Care & Auxiliary Apparatus Expenses⁴ (SEE NOTE BELOW)

1. Phased-in Relief. All families who received a deduction for unreimbursed health and medical care and/or reasonable attendant care or auxiliary apparatus expenses based on their most recent income examination prior to January 1, 2024, will begin receiving the 24-month phased-in relief at their next annual or interim reexamination, whichever occurs first after BangorHousing implements HOTMA (this date will be publicly announced when available). Phased-in Relief will not be available to new admissions.

Families who receive this phased-in relief will have eligible expenses deducted as follows:

- a. 1st twelve months– in excess of 5% of annual income.
- b. 2nd twelve months – in excess of 7.5% of annual income.
- c. After 24 months – in excess of 10% threshold will phase in and remain in effect unless the family qualifies for General Relief.

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

⁴ This subsection will only be implemented pending further guidance from HUD and following notice to the public. BangorHousing may look to the provisions of its 2024 Admin Plan for further direction regarding the policies in this subsection.

2. **General Relief.** A family may request a hardship exemption for health or medical care expenses, reasonable attendant care, or auxiliary apparatus expenses.
 - a. **Eligibility:** A family must demonstrate that their applicable expenses increased or they experienced a change in circumstances that resulted in a financial hardship, as defined below, that would not otherwise trigger an interim reexamination. This relief is available regardless of whether the family previously received health and medical deductions or is currently receiving, or previously received, a phased-in hardship exemption under 5.611(c)(1)
 - b. A change in circumstances includes the need for new, qualifying, health/medical, reasonable attendant care and auxiliary apparatus expenses or an increase in the cost of qualifying expenses so that qualifying expenses exceed 5% of the family's annual income.
 - c. The exemption ends when the circumstances that made the family eligible for the exemption no longer apply or after 90 days, whichever comes earlier.

Additional 90-day exemptions will not be permitted. If a request for General Relief is denied, the family will have the right to appeal the decision in accordance with BangorHousing's Grievance Procedure.

3. **Verification of General Relief Request.** BangorHousing will obtain third-party verification of the family's inability to pay rent or must document in the file the reason third-party verification was not available. BangorHousing will attempt to obtain third-party verification prior to the end of the 90-day period.

BangorHousing will comply with the Health Insurance Portability and Accountability Act (HIPAA) (Pub. L. 104-191, 110 Stat. 1936) and the Privacy Act of 1974 (Pub. L. 93-579, 88 Stat. 1896) when requesting documentation to determine eligibility for a financial hardship exemption for unreimbursed health and medical care expenses.

BangorHousing may not request documentation beyond what is sufficient to determine anticipated health and medical care and/or reasonable attendant care and auxiliary apparatus costs or when a change in circumstances took place. Before placing bills and documentation in the tenant file, BangorHousing will redact all personally identifiable information. BangorHousing will comply with all federal nondiscrimination and civil rights statutes and requirements, including, but not limited to, the Fair Housing Act, Title VI of the Civil Rights Act, Section 504, and the Americans with Disabilities Act,

as applicable. Among other obligations, this includes providing for reasonable accommodations that may be necessary for persons with disabilities.

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

Expenses for attendant care will be verified through:

- a. Written third-party documents provided by the family, such as receipts or canceled checks.
- b. Third-party verification form signed by the provider, if family-provided documents are not available.
- c. If third-party verification is not possible, written family certification as to costs anticipated to be incurred and the anticipated period.

Auxiliary apparatus expenses will be verified through:

- a. Written third-party documents provided by the family, such as billing statements for purchase of auxiliary apparatus, or other evidence of monthly payments or total payments that will be due for the apparatus during the period for which the hardship is requested.
- b. Third-party verification form signed by the provider, if family-provided documents are not available.
- c. If third-party or document review is not possible, written family certification of estimated apparatus costs for the period for which the hardship is requested.

In addition, BangorHousing will verify that:

- a. The family member for whom the expense is incurred is a person with disabilities.
- b. The expense permits a family member, or members, to work.
- c. The expense is not reimbursed from another source.

Family member(s) permitted to work:

- a. BangorHousing will verify that the expenses claimed enable a family member, or members, including the person with disabilities, to work.
- b. BangorHousing will request third-party verification from a rehabilitation agency or knowledgeable medical professional indicating that the person with disabilities requires attendant care or an auxiliary apparatus to be employed, or that the attendant care or auxiliary apparatus enables another family member, or members, to work.
- c. This documentation may be provided by the family. If third-party verification has been attempted and is either unavailable or proves unsuccessful, the family must certify that the disability assistance expense enables a family member, or members (possibly including the family member receiving the assistance), to work.

Unreimbursed Expenses

- a. To be eligible, the costs must not be reimbursed by another source.
- b. The family is required to certify that attendant care or auxiliary apparatus expenses are not paid by or reimbursed to the family from any source.

16.9 Hardship Exemption to Continue Child-Care Expense Deduction⁵ (SEE NOTE BELOW)

1. BangorHousing will grant a Child-Care Expense Hardship Exemption for families to continue receiving the child-care expense deduction under certain circumstances. Specifically, the hardship exemption will be granted when a family member is no longer working, looking for work, or attending school and the child-care expense deduction is necessary for the family to pay rent.

A family may request a Child-Care Expense Hardship Exemption if:

⁵ This subsection will only be implemented pending further guidance from HUD and following notice to the public. BangorHousing may look to the provisions of its 2024 Admin Plan for further direction regarding the policies in this subsection.

- a. The family no longer qualifies for the child-care deduction because no member of the family is working, seeking work, or furthering their education.
- b. The child-care deduction is necessary to pay rent.
- c. The family has not provided Notice to Move.

The Hardship Exemption will end when the circumstances that made the family eligible for the exemption no longer apply or after 90 days, whichever is earlier. Additional 90-day exemptions will not be granted by BangorHousing.

Further, BangorHousing may terminate the hardship exemption if it is determined that the family no longer needs the exemption.

2. **Change in Circumstances.** Families must report if the circumstances that made the family eligible for the hardship exemption are no longer applicable.

If the family reports the change in circumstances in a timely manner (e.g., within 5 business days), BangorHousing will provide the family with advance notice of any rent increase, and such rent increase will be effective the first day of the month beginning after the end of that notice period.

If the family does not report the change in a timely manner, the adjustment will be made retroactive to the date it would have been effective had the information been provided on a timely basis. The family will be responsible for any underpaid rent and may be offered a repayment agreement.

16.10 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 BangorHousing 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 BangorHousing 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.

16.11 Cooperating with Welfare Agencies

BangorHousing 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 BangorHousing concerning welfare benefits for families applying for or receiving assistance in our housing assistance programs.

17.0 RESTRICTION ON ASSISTANCE TO FAMILIES BASED ON ASSETS.⁶ (SEE NOTE BELOW)

It is the policy of BangorHousing to determine each family's net family assets annually. Such determinations will be conducted pursuant to this Admin Plan. BangorHousing will not, however, enforce the following net asset and property ownership restrictions at the time of annual and interim reexaminations.

17.1 Restrictions based on net assets and property ownership.

2. HCV assistance may not be provided initially to any family if:
 - a. The family's net assets (as defined in 24 C.F.R. § 5.603) exceed \$100,000, which amount will be adjusted annually by HUD in

⁶ This section will only be implemented pending further guidance from HUD and following notice to the public. BangorHousing may look to the provisions of its 2024 Admin Plan for further direction regarding the policies in this section.

accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers; or

- b. The family has a present ownership interest in, a legal right to reside in, and the effective legal authority to sell, based on State or local laws of the jurisdiction where the property is located, real property that is suitable for occupancy by the family as a residence, except this real property restriction does not apply to:
 - i. Any property for which the family is receiving assistance under 24 CFR 982.620; or under the Homeownership Option in 24 CFR part 982;
 - ii. Any property that is jointly owned by a member of the family and at least one non-household member who does not live with the family, if the non-household member resides at the jointly owned property;
 - iii. Any person who is a victim of domestic violence, dating violence, sexual assault, or stalking, as defined in this part 5 (subpart L); or
 - iv. Any family that is offering such property for sale.
3. A property will be considered “suitable for occupancy” under paragraph Section 17.1.b, unless the family demonstrates that it:
 - a. Does not meet the disability-related needs for all members of the family (e.g., physical accessibility requirements, disability-related need for additional bedrooms, proximity to accessible transportation, etc.);
 - b. Is not sufficient for the size of the family;
 - c. Is geographically located so as to be a hardship for the family (e.g., the distance or commuting time between the property and the family’s place of work or school would be a hardship to the family, as determined by the PHA or owner);
 - d. Is not safe to reside in because of the physical condition of the property (e.g., property’s physical condition poses a risk to the family’s health and safety and the condition of the property cannot be easily remedied); or

- e. Is not a property that a family may reside in under the State or local laws of the jurisdiction where the property is located.

17.2 Acceptable Documentation and Confidentiality.

1. BangorHousing will not accept a self-certification that the net assets of a family do not exceed \$50,000. In all instances, BangorHousing will fully verify asset and income information reported by the family.
2. BangorHousing may determine compliance with Section 17.1.b of this section based on a certification by a family that certifies that such family does not have any present ownership interest in any real property at the time of the income determination or review.
3. When a family asks for or about an exception to the real property restriction because a family member is a victim of domestic violence, dating violence, sexual assault, or stalking, BangorHousing must comply with the confidentiality requirements under § 5.2007. BangorHousing must accept a self-certification from the family member, and the restrictions on requesting documentation under § 5.2007 apply.

17.3 Enforcement.

1. When recertifying the income of a family that is subject to the restrictions in Section 17.1, BangorHousing may choose not to enforce such restrictions, or alternatively, may establish exceptions to the restrictions based on eligibility criteria.
2. BangorHousing may choose not to enforce the restrictions in Section 17.1 or establish exceptions to such restrictions only pursuant to a policy adopted by BangorHousing.
3. Eligibility criteria for establishing exceptions may provide for separate treatment based on family type and may be based on different factors, such as age, disability, income, the ability of the family to find suitable alternative housing, and whether supportive services are being provided. Such policies must be in conformance with all applicable fair housing statutes and regulations, as discussed in this part 5.

17.4 Delay of Eviction or Termination of Assistance.

BangorHousing may delay for a period of not more than 6 months the initiation of eviction or termination proceedings of a family based on noncompliance under this provision unless it conflicts with other provisions of law.

18.0 VERIFICATION⁷ (SEE NOTE BELOW)

BangorHousing 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.

BangorHousing will use HUD's verification hierarchy when verifying each household's income, assets, deductions, and expenses.

BangorHousing will use EIV, discussed below, and obtain an Income Report for each household during annual recertifications.

BangorHousing will review the EIV New Hires report for households that have an interim reexamination to decrease rent. BangorHousing will advise families that if it is later determined that a family inaccurately reported income during an interim reexamination, the family may owe BangorHousing for any miscalculation in rent based on the family's incorrect reporting.

18.1 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)

⁷ Portions of this section will only be implemented pending further guidance from HUD and following notice to the public. BangorHousing may look to the provisions of its 2024 Admin Plan for further direction regarding the relevant policies in this section.

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 BangorHousing 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 BangorHousing 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 BangorHousing 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 BangorHousing 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 BangorHousing 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 BangorHousing 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 BangorHousing 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 BangorHousing 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 BangorHousing 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 BangorHousing 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 BangorHousing 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 BangorHousing. The form is completed by the third-party by hand (in writing or typeset) when sent the form by the BangorHousing.

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 BangorHousing 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 BangorHousing 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 BangorHousing 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, BangorHousing 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, BangorHousing 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 BangorHousing 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)

18.2 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 BangorHousing 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

Verification Requirements for Individual Items		
Item to Be Verified	3 rd party verification	Hand-carried verification
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
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

Verification Requirements for Individual Items		
Item to Be Verified	3 rd party verification	Hand-carried verification
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 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

Verification Requirements for Individual Items		
Item to Be Verified	3 rd party verification	Hand-carried verification
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' 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

18.3 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. BangorHousing will make a copy of the individual's INS documentation and place the copy in the file. BangorHousing also will verify their status through the INS SAVE system. If the INS SAVE system cannot confirm eligibility, BangorHousing 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 BangorHousing 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.

18.4 Verification of Social Security Numbers

Prior to admission, every family member regardless of age must provide the BangorHousing with a complete and accurate Social Security Number (with proof that the Social Security Number belongs to that person) 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. BangorHousing 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, BangorHousing 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 family member is unable to provide a Social Security card or other evidence of their Social Security Number, BangorHousing may also accept a notarized declaration, made under the penalty of perjury, from the person stating: 1. Why they cannot obtain or do not have their Social Security card, and 2. What their Social Security Number is. If BangorHousing accepts this declaration as evidence of a person's Social Security Number, BangorHousing will review the Failed SSA Identity Report to quickly identify any participants whose identity is not verified.

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 BangorHousing 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.

18.5 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, BangorHousing will verify and update only those elements reported to have changed.

18.6 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.

18.7 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. BangorHousing shall verify using normal third-party verification procedures that amount by communicating directly with the supporting person(s). If an athletic scholarship is involved, BangorHousing shall determine if any of the scholarship is available for housing costs.

18.8 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, BangorHousing 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 BangorHousing 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, retroactively⁸; and
5. Take any other appropriate action.

The participant will be provided an opportunity to contest BangorHousing'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. BangorHousing 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, BangorHousing will obtain from the participant, any necessary documentation to complete the income determination process. As noted previously, the BangorHousing 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).

BangorHousing 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 BangorHousing 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 BangorHousing.

⁸ 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.

If the third-party source does not respond to BangorHousing'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.

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

18.9 Temporary Compliance Assistance

In PIH Notice 2013-03, HUD granted the BangorHousing some temporary, needed administrative burden relief. BangorHousing is hereby adopting the allowable relief activities.

1. BangorHousing 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 BangorHousing 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, BangorHousing 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 BangorHousing will request written third-party verification and go by the regular verification process.

BangorHousing 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 \$50,000 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. BangorHousing 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 \$50,000, verifications will be made as usual.
3. BangorHousing 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. BangorHousing 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.

19.0 RENT AND HOUSING ASSISTANCE PAYMENT

19.1 General

After October 1, 1999, BangorHousing will issue only vouchers to applicants, movers, and families entering the jurisdiction through portability.

19.2 Rent Reasonableness

BangorHousing 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 BangorHousing or HUD directs that reasonableness be re-determined.

19.3 Comparability

In making a rent reasonableness determination, BangorHousing 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. BangorHousing will consider the location, quality, size, number of bedrooms, age, amenities, housing services, maintenance and utilities of the unit and the comparable units.

BangorHousing will maintain current survey information on rental units in the jurisdiction. BangorHousing will also obtain from landlord associations and management firms the value of the array of amenities.

BangorHousing will establish minimum base rent amounts for each unit type and bedroom size. To the base BangorHousing 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 BangorHousing 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.

19.4 Maximum Subsidy

The Fair Market Rent (FMR) published by HUD or the exception payment standard rent (requested by the BangorHousing 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.

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.

19.5 Setting the Payment Standard

BangorHousing has set the payment standard between 90% and 120% of the FMR. The BangorHousing will review its determination of the payment standard annually after publication of the FMRs. BangorHousing 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.

BangorHousing 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, BangorHousing 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 BangorHousing'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 BangorHousing 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, BangorHousing 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. BangorHousing may consider adjusting payment standards at times other than the annual review when circumstances warrant.

Before increasing any payment standard, BangorHousing 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.

19.6 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, BangorHousing 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.

19.7 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, BangorHousing 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. BangorHousing 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 BangorHousing requests and HUD approves a higher exception payment standard rent. If the FMR decreases, the exception payment standard rent authority automatically expires.

19.8 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 BangorHousing has set the minimum rent as **\$50.00**. However, if the family requests a hardship exemption, the BangorHousing will suspend the minimum rent for the family beginning the month following the family's hardship request. The suspension will continue until BangorHousing 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 BangorHousing determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent to BangorHousing for the time of suspension.
- c. Temporary hardship. If BangorHousing determines that there is a qualifying hardship but that it is not 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. BangorHousing will offer a reasonable repayment agreement for any minimum rent back payment paid by BangorHousing on the family's behalf during the period of suspension.
- d. Long-term hardship. If BangorHousing 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 BangorHousing'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 BangorHousing between 90% and 120% of the FMR. 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 BangorHousing 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 BangorHousing 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 BangorHousing:

- 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 BangorHousing will grant each family a period of 6 months to find suitable affordable housing. If the family cannot find suitable affordable housing, the BangorHousing 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.

19.9 Utility Allowance

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

BangorHousing 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. BangorHousing 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 BangorHousing.

BangorHousing 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, BangorHousing applies the utility allowance from the most current utility allowance schedule.

BangorHousing 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 BangorHousing 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.

19.10 Distribution of Housing Assistance Payment

BangorHousing 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 BangorHousing 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 BangorHousing.

If an owner receives HAP for any month in which the owner is ineligible to receive HAP because of a deceased tenant, BangorHousing 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, BangorHousing 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 BangorHousing 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, BangorHousing may determine that the owner has breached the HAP contract. As such, BangorHousing may exercise any of its rights and remedies under the HAP contract, or any other available rights and remedies for such breach. BangorHousing 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 BangorHousing, by a deadline prescribed in the notice.

19.11 Change of Ownership

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

In addition, BangorHousing 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 BangorHousing may withhold the rent payment until the taxpayer identification number is received.

19.12 Landlord Leasing Incentives

To incentivize landlords' participation and continued participation in the HCV Program, BangorHousing has adopted two incentive programs.

1. BangorHousing will compensate landlords for damages to the contract unit caused by the participant. If the participant has vacated the unit and left the unit damaged, the landlord must first use the participant's security deposit to cover damages and, thereafter, BangorHousing will provide up to two months of contract rent (or the actual cost of repairs, whichever is less) minus the security deposit to cover remaining damages

This payment will be made to the landlord when the next HAP contract is signed between the owner and BangorHousing.

2. BangorHousing will also provide incentive payments to new landlords joining the HCV program who rent units in Bangor, where vouchers are difficult to use. These payments will be equal to no more than one month of the contract rent.

This payment will be made to the landlord at the HAP contract is executed between the owner and BangorHousing.

20.0 INSPECTION POLICIES, HOUSING QUALITY STANDARDS, AND DAMAGE CLAIMS

BangorHousing will inspect all units to ensure that they current housing standards. No unit will be initially placed on the HCV Existing Program unless the applicable standard is met. Units will be inspected at least annually, and at other times as needed, to determine if the units meet these standards. The BangorHousing 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 BangorHousing to enter the unit and complete the inspection.

If the family misses the scheduled inspection and fails to reschedule the inspection, BangorHousing will only schedule one more inspection. If the family misses two inspections, BangorHousing 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.

20.1 Types of Inspections

There are six types of inspections BangorHousing will perform:

1. Initial Inspection/Pre-Qualifying Unit Inspection - An inspection that must take place to ensure that the unit passes inspection before assistance can begin. However, if BangorHousing conducted an inspection of the unit within 90 days of the participant occupying the unit, and the unit passed inspection, then this prior inspection will have prequalified the unit and an initial inspection will not be necessary. The participant can request an interim or complaint inspection.
2. Annual Inspection - An inspection to determine that the unit continues to meet applicable inspection standards.

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 BangorHousing's previous fiscal year.

20.2 Owner and Family Responsibility

1. Owner Responsibility for inspection standards
 - a. The owner must maintain the unit in accordance with applicable housing standards.
 - b. If the owner fails to maintain the dwelling unit in accordance with applicable housing standards, the BangorHousing will take prompt and vigorous action to enforce the owner obligations. The BangorHousing's remedies for such breach of the applicable housing standards include termination, suspension or reduction of housing assistance payments and termination of the HAP contract.
 - c. The BangorHousing will not make any housing assistance payments for a dwelling unit that fails to meet the applicable housing standards, unless the owner corrects the defect within the period specified by the BangorHousing and the BangorHousing 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 BangorHousing approved extension).
 - d. The owner is not responsible for a breach of the applicable housing standards that is not caused by the owner, and for which the family is responsible. Furthermore, the BangorHousing may terminate assistance to a family because of the applicable housing standards breach caused by the family.
2. Family Responsibility for applicable housing standards

- a. The family is responsible for a breach of the applicable housing standards 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 applicable housing standards 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 BangorHousing approved extension).
- c. If the family has caused a breach of the applicable housing standards , the BangorHousing will take prompt and vigorous action to enforce the family obligations. The BangorHousing may terminate assistance for the family in accordance with 24 CFR 982.552.

20.3 Housing Quality Standards (HQS) 24 CFR 982.401⁹

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.

⁹ BangorHousing currently uses the Housing Quality Standards (HQS) for inspections. Effective October 1, 2025, public housing authorities will begin using the standards contained in the National Standards for Physical Inspection of Real Estate (NSPIRE), found at 88 FR 30442, which amended 24 CFR 982. As of the effective date of NSPIRE, either October 1, 2025 (unless that date is changed) or when BangorHousing adopts and implements the NSPIRE requirements, this section will be repealed and the NSPIRE regulatory requirements will replace this section by reference.

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. BangorHousing 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 BangorHousing 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, BangorHousing 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 BangorHousing and the family of any knowledge of the presence of lead-based paint on the surfaces of the residential unit.
- xiv. BangorHousing 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, BangorHousing must determine whether local health officials have tested the unit for lead-based paint. If the unit has lead-based paint, BangorHousing 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. BangorHousing 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, BangorHousing 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 BangorHousing and the Owner

- a. The BangorHousing 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 BangorHousing;
- 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 BangorHousing 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 BangorHousing.

4. Qualified Inspector

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

5. Visual Assessment for Deteriorated Paint

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

Owner requirements for compliance with the BangorHousing'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 BangorHousing 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 BangorHousing 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 BangorHousing 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 BangorHousing 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 BangorHousing 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, BangorHousing 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 BangorHousing 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 BangorHousing receives a report of an environmental intervention blood lead level child from any source other than the public health department, the BangorHousing 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 BangorHousing by a public health department or medical health care provider, BangorHousing 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 BangorHousing is not required.

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

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 BangorHousing 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 BangorHousing 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 BangorHousing 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 BangorHousing 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 BangorHousing 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. BangorHousing Data Collection and Record Keeping

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

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

Quarterly, BangorHousing 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.

BangorHousing 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 BangorHousing.

The BangorHousing 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 BangorHousing will track all known environmental intervention blood lead level children (of program families) until the child reaches age six. This will assure that all BangorHousing 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.

20.5 *Exceptions to the HQS Acceptability Criteria*

The BangorHousing will utilize the acceptability criteria as outlined above with applicable State and local codes. Additionally, the BangorHousing 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.

20.6 *Time Frames and Corrections of HQS Fail Items*

1. Correcting Initial HQS Fail Items

The BangorHousing 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 BangorHousing 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 BangorHousing 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 BangorHousing 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 BangorHousing, 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 BangorHousing 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.

20.7 *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

20.8 *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 BangorHousing 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 BangorHousing 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.

21.0 REEXAMINATION

21.1 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 BangorHousing a copy of the changes. The lease, including any changes, must be in accordance with this Administrative Plan.

Owners must notify the BangorHousing 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 BangorHousing determining them to be reasonable.

Assistance shall not be continued unless the BangorHousing 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 BangorHousing is not required for changes other than those specified above.

21.2 Annual Reexamination

At least annually BangorHousing 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.

BangorHousing 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. Every year, BangorHousing will fully verify asset and income information reported by the family.

When fully verifying assets, BangorHousing will obtain a minimum of 3 account statements to verify the balance and any interest on accounts, including any checking and savings accounts.

On or after January 1, 2024, a participant over the age of 18 must sign and submit consent forms, including but not limited to the HUD-9886 form at their next interim or regularly scheduled income reexamination. After all applicants or participants over the age of 18 in a family have signed and submitted a consent form once on or after January 1, 2024, family members do not need to sign and submit subsequent consent forms at the next interim or regularly scheduled income examination except under the following circumstances: (i) When any person 18 years or older becomes a member of the family, that family member must sign and submit a consent form; (ii) When a member of the family turns 18 years of age, that family member must sign and submit a consent form; or (iii) As required by HUD or BHA BangorHousing in administrative instructions.

An executed consent form (Form HUD-9886) will remain effective until the family is denied assistance, the assistance is terminated, or the family (or members of the family) revokes the consent form. While families (and members of the family) have the right to revoke consent forms, revoking consent will result in the termination or denial of assistance.

Upon receipt of verification, BangorHousing 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. BangorHousing 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, BangorHousing 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.

21.3 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.

21.4 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 BangorHousing taking action to terminate the family's assistance.

21.5 Interim Reexaminations and Reporting Changes¹⁰ (SEE NOTE BELOW)

Families must report, in writing, all changes in family income, decreases in allowable expenses, or composition within 10 business days from the effective date of the change to be considered timely.

When a family timely reports a change in family income or composition that will result in an increase in tenant rent, the family will be provided a minimum of 30 days' notice of the rent increase, or more if required by law. The rent increase will be effective on the first day of the month following the end of the applicable notice period.

When a family timely reports a change in family income or composition that would result in a decrease in tenant rent, the decrease will be effective on the first day of the month after the date of the actual change leading to interim reexamination of family income.

When a family does not timely report a change in family income or composition that will result in an increase in tenant rent, that increase will be applied retroactively to the first of the month following the date of the change. The family will owe BangorHousing the difference between the rent paid and the higher rental amount owed for each month from the time in the change in circumstance through the date of the interim reexamination.

When a family does not timely report a change in family income or composition that would result in a decrease in tenant rent, BangorHousing will apply the decrease no earlier than the first of the month following completion of the reexamination, unless the family's failure to report the change

¹⁰ Portions of this section will only be implemented pending further guidance from HUD and following notice to the public. BangorHousing may look to the provisions of its 2024 Admin Plan for further direction regarding the relevant policies in this section.

was due to circumstances outside of the family's control (e.g., medical emergency, natural disaster, employer wage theft, disruptions to BangorHousing's operations).

If BangorHousing has determined that the late report was outside of the family's control, then it may apply the decrease retroactively to the later of the first of the month following the date of the actual decrease or the effective date of the most recent admission, interim, or annual income examination.

BangorHousing will conduct an interim reexamination when it becomes aware that the family's adjusted income has changed by an amount that is estimated to result in a decrease of at least 10% of the family's annual adjusted income. Calculated percentage decreases less than 10% will be rounded up to the nearest whole number (e.g., a 9.5% decrease will be rounded up to 10% and a 9.4% decrease will be rounded down to 9%). BangorHousing will conduct a reexamination for all decreases in adjusted income when a family member permanently moves out of the unit.

BangorHousing will conduct an interim reexamination when the family reports a change in adjusted income that will result in an increase of 10% or more in annual adjusted income, except:

- a. BangorHousing will not consider any increase in the earned income of the family when estimating or calculating whether the family's adjusted income has increased unless the family had a previous interim reexamination where the family's income, of any type, decreased during the same reexamination schedule.
- b. BangorHousing will not conduct an interim reexamination due to increases in annual adjusted income in the 3 months before the family's next regular annual examination.

1. Family break-up

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

- c. To whom the voucher was issued.
- d. The interest of minor children or of ill, elderly, or disabled family members.
- e. Whether the assistance should remain with the family members remaining in the unit.

- f. If the family break-up results from an occurrence of domestic violence, dating violence, stalking, or sexual assault, the BangorHousing 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, BangorHousing 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, BangorHousing will make determinations on a case by case basis.

BangorHousing 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.

21.6 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, BangorHousing may schedule special reexaminations every thirty (30) days until the income stabilizes and an annual income can be determined.

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

If the family has reported a change in family income or composition in a timely manner, BangorHousing will provide 60 days advance notice of any family share and family rent to owner increases. Such increases will be effective the first day of the month beginning after the end of the 60 day period. If the family causes a delay, then the rent increase will be effective with 60 days' notice to the family. However, the repayment will be retroactive to the original effective date had the delay not occurred.

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.

BangorHousing 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. BangorHousing 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.

21.8 BangorHousing Mistakes in Calculating Rent

If BangorHousing becomes aware of an income calculation error retroactive to the effective date of the action resulting in an error regardless of the dollar amount associated with the error.

Families will not be required to repay BangorHousing when BangorHousing miscalculated income resulting in a family being undercharged for rent if the miscalculation is not the fault of the family. When BangorHousing becomes aware of the error, the family will be provided with a notice of an increase to their rent portion, which notice will be given in accordance with federal, state, and local law.

BangorHousing will take corrective action to credit or repay a family if the family was overcharged tenant rent, including de minimis errors (e.g., when the family's income deviates by no more than \$30 per month), in the income determination. In such cases, BangorHousing will provide an immediate credit toward the family's rent. If the amount of the credit would be more than the rent due to BangorHousing, BangorHousing will carry over that credit to the next month or months until the credit has been exhausted.

22.0 TERMINATION OF ASSISTANCE TO THE FAMILY BY BangorHousing

BangorHousing may at any time terminate program assistance for a participant for the reasons contained in Section 10 of this Admin Plan.

22.1 The EIV's Deceased Tenants Report

BangorHousing shall generate the EIV's Deceased Tenants Report monthly shortly before disbursing HAP payments to owners to see if the system flags deceased residents. BangorHousing 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 BangorHousing 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 BangorHousing 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 BangorHousing 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.

23.0 COMPLAINTS, INFORMAL REVEIWS FOR APPLICANTS, HEARINGS FOR PARTICIPANTS

23.1 Complaints

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

23.2 Informal Review for the Applicant

1. Informal Review for the Applicant

BangorHousing 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 BangorHousing 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 BangorHousing denies admission to the HCV program on the basis of a criminal record, BangorHousing 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 BangorHousing does not receive the dispute within the allotted time, the applicant will be denied.

2. When an Informal Review is not Required

The BangorHousing 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 BangorHousing subsidy standards.
- b. A BangorHousing determination not to approve an extension or suspension of a voucher term.
- c. A BangorHousing determination not to grant approval to lease a unit under the program or to approve a proposed lease.
- d. A BangorHousing determination that a unit selected by the applicant is not in compliance with HQS.
- e. A BangorHousing 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 BangorHousing.

3. Informal Review Process

The BangorHousing will give an applicant an opportunity for an informal review of the BangorHousing 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 BangorHousing 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 BangorHousing decision.
- e. The BangorHousing will notify the applicant of the BangorHousing 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, BangorHousing 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.

BangorHousing 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. BangorHousing may permit the other members of a participant family to continue receiving assistance.

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

23.3 Grievance Hearings for Participants

BangorHousing will follow the public housing grievance policy for HCV participants.

24.0 TERMINATION OF THE LEASE AND CONTRACT

The term of the lease and the term of the HAP contract are the same. They begin on the same date and they end on the same date. The lease may be terminated by the owner, by the tenant, or by the mutual agreement of both. The owner may only terminate the contract by terminating the lease. The HAP contract may be terminated by BangorHousing. 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 BangorHousing 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 the lease on the grounds set forth in 24 CFR 982.310, which are discussed below.

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. This determination shall be made on a preponderance of the evidence. The fact that there has been an arrest for crime is not a basis for the requisite determination that the relevant individual engaged in criminal activity warranting termination of tenancy or eviction pursuant to this section (see 24 CFR part 5, subpart J for provisions concerning access to criminal records). The owner may terminate tenancy and evict by judicial action based on the conduct underlying an arrest of the conduct indicates that the individual is not suitable for tenancy and the owner has sufficient evidence, other than the fact of arrest that the individual engaged in the conduct..

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 nature and circumstances of the conduct in question, including the seriousness of the offense and the extent to which it bears on fitness for continued tenancy;;
- ii. The effect on the community of eviction or the failure of the owner to take such action;
- iii. The extent of participation by the leaseholder in the conduct;
- iv. The effect of eviction on household members not involved in the offending activity;
- v. The extent to which the leaseholder has taken reasonable steps to prevent or mitigate the offending action.;

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.

Where eviction would be based on a finding that an individual is currently engaging in or has engaged in criminal activity, illegal drug use, or alcohol abuse, the owner may consider any relevant circumstances described in 24 CFR 982.310(h)(1)(i) through (v) and may also consider any of the following:

- i. Whether the relevant circumstances provide reason to believe such conduct will recur and rise to the level that it may interfere with the health, safety, or right to peaceful enjoyment of the premises by others. Relevant evidence may include evidence by the household that a household member has successfully completed substance use treatment services or has been otherwise rehabilitated successfully, along with evidence that the illegal use of a controlled substance or abuse of alcohol (as applicable) has not recurred. For this purpose, the owner may require the applicant to submit evidence of the household member's current participation in, or successful completion of, substance use treatment services or that the household member is otherwise in recovery from drug use or alcohol abuse; and.
- ii. Whether the leaseholder would like the owner to consider mitigating circumstances related to a medical condition of a household member..

The owner may require applicant (or tenant) to exclude a household member from residing in the unit in order to be admitted to the housing program (or continue to reside in the assisted unit) if the owner determines that household member has participated in or been culpable for, based on preponderance of the evidence, action or failure to act that warrants denial (or termination). The fact that there has been an arrest is not a basis for the requisite determination that the relevant individual participated in or was culpable for the action of failure to act, but the conduct that resulted in the arrest can be such a basis provided there's sufficient evidence that it occurred independent of the fact of arrest.

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 violation (including but not limited to failure to pay rent or other amounts due under the lease) or repeated violation of the terms and conditions of the lease; 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 premises;

- iii. Other good cause.

- vi. 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.

- 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 BangorHousing 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 BangorHousing 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 BangorHousing

BangorHousing may terminate the HAP contract because:

- i. BangorHousing 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 BangorHousing determines that the family members who move from the unit will continue to receive the assistance.
- iv. The BangorHousing 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:
 - iii. 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.
 - iv. If the owner has violated any obligation under any other housing assistance payments contract under HCV of the 1937 Act.

- v. If the owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program.
- vi. 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.
- vii. If the owner has engaged in drug -related criminal activity or any violent criminal activity.
- viii. 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, BangorHousing will continue to make payments until the owner obtains a judgment or the family moves out.

25.0 VIOLENCE AGAINST WOMEN ACT PROTECTIONS

25.1 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.

25.2 Prohibited Basis for Denial or Termination of Assistance or Eviction

An applicant for or tenant of housing 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 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.

In carrying out the foregoing, an incident of actual or threatened domestic violence, dating violence, sexual assault, or stalking shall not be construed as:

- a. a serious or repeated violation of a lease for housing assisted under a covered housing program by the victim or threatened victim of such incident; or
- b. good cause for terminating the assistance, tenancy, or occupancy rights to housing assisted under a covered housing program of the victim or threatened victim of such incident.

No person may deny assistance, tenancy, or occupancy rights to housing assisted under a covered housing program to a tenant solely on the basis of criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking that is engaged in by a member of the household of the tenant/participant or any guest or other person under the control of the tenant/participant, if the tenant/participant or an affiliated individual of the tenant/participant is the victim or threatened victim of such domestic violence, dating violence, sexual assault, or stalking.

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

25.3 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.

25.4 Verification

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

BangorHousing requires written documentation in all cases where an individual represents to BangorHousing 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. 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 that 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. BangorHousing, in its sole discretion, may accept a statement or other evidence provided by a tenant or applicant.
2. 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, BangorHousing will take no adverse action against the individual.

BangorHousing may, in its sole discretion, extend the 14-day deadline. In exercising its discretion, BangorHousing 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:

- a. Denial of admission by the applicant or tenant to the covered program;
 - b. Denial of assistance under the covered program to the applicant or tenant;
 - c. Termination of the participation of the applicant or tenant in the covered program; or
 - d. Eviction of the applicant, the tenant, or a lawful occupant that commits violations of a lease.
3. A tenant who has informed BangorHousing that they are a victim of domestic violence, dating violence, sexual assault, or stalking must provide enough information to BangorHousing 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 BangorHousing believes any information from a tenant is not clear, it will speak to the victim and try to clarify the information. After BangorHousing has received the information from the tenant or applicant, and if necessary, clarified this information with the tenant or applicant, BangorHousing 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. In cases where BangorHousing receives documentation that contains conflicting information, BangorHousing 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, BangorHousing 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, BangorHousing may not accept the applicant's or tenant's assertion of victim status for purposes of VAWA protections.

5. BangorHousing 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 BangorHousing already has or regularly receives reliable information that conflicts with the submitted documentation, BangorHousing 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, BangorHousing may deny VAWA protections.
6. BangorHousing'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).

25.5 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 BangorHousing of the change in the lease and provide a copy of all such changes to BangorHousing. Except for BangorHousing-owned units, BangorHousing 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 BangorHousing to the owner. To the extent that the change would adversely impact the subsidy standard for the family, BangorHousing may grant an exception to its established subsidy standards if BangorHousing 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).) BangorHousing 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 BangorHousing in advance of the bifurcation. This may allow BangorHousing 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.

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

25.6 Lease Revision Resulting from Domestic Violence, Dating Violence, Sexual Assault, or Stalking

BangorHousing 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. BangorHousing 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 BangorHousing 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. BangorHousing will not pay HAP to the owner of the previously occupied unit once the family moves out.

If the perpetrator remains in the unit, BangorHousing 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 BangorHousing 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, BangorHousing 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.

25.7 Emergency Transfer Plans

BangorHousing 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 BangorHousing 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 BangorHousing 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 BangorHousing’s management office and submit a written request for a transfer. BangorHousing 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 BangorHousing’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.** BangorHousing cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. BangorHousing 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. BangorHousing 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, BangorHousing 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, BangorHousing 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, BangorHousing 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, BangorHousing will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking.

25.8 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 maintained in confidence.

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

In addition, BangorHousing 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.

BangorHousing 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.

25.9 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, sibling, or child of that individual, or an individual to whom that individual stands in loco parentis; 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 committed by a current or former spouse or intimate partner of the victim under the family or domestic violence laws of the jurisdiction receiving grant funding and, in the case of victim services, includes the use or attempted use of physical abuse or sexual abuse, or a pattern of any other coercive behavior

committed, enabled, or solicited to gain or maintain power and control over a victim, including verbal, psychological, economic, or technological abuse that may or may not constitute criminal behavior, by a person who:

- a. is a current or former spouse or intimate partner of the victim, or person similarly situated to a spouse of the victim;
- b. is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner;
- c. shares a child in common with the victim; or
- d. commits acts against a youth or adult victim who is protected from those acts under the family or domestic violence laws of the jurisdiction

Economic abuse in the context of domestic violence, dating violence, and abuse in later life, means behavior that is coercive, deceptive, or unreasonably controls or restrains a person's ability to acquire, use, or maintain economic resources to which they are entitled, including using coercion, fraud, or manipulation to:

- a. restrict a person's access to money, assets, credit, or financial information;
- b. unfairly use a person's personal economic resources, including money, assets, and credit, for one's own advantage; or
- c. exert undue influence over a person's financial and economic behavior or decisions, including forcing default on joint or other financial obligations, exploiting powers of attorney, guardianship, or conservatorship, or failing or neglecting to act in the best interests of a person to whom one has a fiduciary duty.

Technological abuse means an act or pattern of behavior that occurs within domestic violence, sexual assault, dating violence or stalking and is intended to harm, threaten, intimidate, control, stalk, harass, impersonate, exploit, extort, or monitor, except as otherwise permitted by law, another person, that occurs using any form of technology, including but not limited to: internet enabled devices, online spaces and platforms, computers, mobile devices, cameras and imaging programs, apps, location tracking devices, or communication technologies, or any other emerging technologies.

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.

26.0 CHARGES AGAINST THE HCV ADMINISTRATIVE FEE RESERVE

Occasionally, it is necessary for the BangorHousing 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 BangorHousing 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.

27.0 INTELLECTUAL PROPERTY RIGHTS

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

28.0 BangorHousing OWNED HOUSING

Units owned by the BangorHousing 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 BangorHousing will do the following:

1. The BangorHousing will make available through the briefing process both orally and in writing the availability of BangorHousing owned units (notification will also include other properties owned/managed by the private sector available to Housing Choice Voucher holders).
2. The BangorHousing will obtain the services of an independent entity to perform the following BangorHousing functions:
 - a. Determine rent reasonableness for the unit. The independent entity will communicate the rent reasonableness determination to the family and the BangorHousing.
 - b. To assist the family in negotiating the rent.
 - c. To inspect the unit for compliance with HQS.
3. The BangorHousing will gain HUD approval for the independent agency/agencies utilized to perform the above functions.
4. The BangorHousing will compensate the independent agency/agencies from our ongoing administrative fee income.
5. The BangorHousing, or the independent agency/agencies, will not charge the family any fee or charge for the services provided by the independent agency.

29.0 QUALITY CONTROL OF HCV PROGRAM

In order to maintain the appropriate quality standards for the HCV program, BangorHousing 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.

30.0 REPAYMENT AGREEMENTS

When a participant owes the BangorHousing back charges and is unable to pay the balance by the due date, the resident may request that the BangorHousing allow them to enter into a Repayment Agreement. The BangorHousing 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 BangorHousing.
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 BangorHousing 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.

31.0 HOMEOWNERSHIP OPTION

31.1 Purpose

BangorHousing'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. BangorHousing 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 BangorHousing'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.

31.3 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 BangorHousing, 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 BangorHousing 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 BangorHousing 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 BangorHousing 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.

31.4 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 BangorHousing or by an entity substantially controlled by BangorHousing, the following additional conditions must be met:
 - a. The purchasing family must verify in writing that it is purchasing the units without any BangorHousing 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 BangorHousing provided financing.

31.5 Searching for a New Home

Because the financial health of the BangorHousing's HCV Program depends upon having units either under lease or being purchased, it is necessary for BangorHousing 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 BangorHousing. 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 BangorHousing. If an extension is requested and granted, the family will report in writing to BangorHousing monthly to update BangorHousing 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, BangorHousing 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 BangorHousing 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.

31.6 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 BangorHousing (pre-assistance counseling). If possible, the counseling will be conducted by a HUD-approved counseling agency. If this is not available, BangorHousing 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 BangorHousing'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.

BangorHousing will require post-closing counseling only if the participant is in violation of the obligations of the program.

31.7 Home Inspections

BangorHousing 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. BangorHousing may not require the family to use an independent inspector selected by BangorHousing. The independent inspector may not be a BangorHousing employee or contractor, or other person under control of BangorHousing. 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 BangorHousing. BangorHousing 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 BangorHousing's tenant-based rental

voucher program), BangorHousing shall have discretion to disapprove the unit for assistance under the homeownership option because of information in the inspection report.

BangorHousing 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.

31.8 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 BangorHousing 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.

31.9 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 BangorHousing. BangorHousing 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 BangorHousing 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 BangorHousing at the time the purchaser and seller enter into their sale contract.

31.10 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, BangorHousing will not continue homeownership assistance after the month when the family moves out. The family or lender is not required to refund to BangorHousing 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 BangorHousing. The family must promptly inform BangorHousing of the birth, adoption or court-awarded custody of a child. The family must request BangorHousing 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 BangorHousing if any family member no longer resides in the unit.
 - d. If the BangorHousing 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 BangorHousing to verify that the family is living in the unit, or relating to family absence from the unit, including any BangorHousing requested information or certification on the purposes of family absences. The family must cooperate with BangorHousing for these purposes. The family must promptly notify BangorHousing of their absence from the unit.
 - b. The family may grant a mortgage on the home for debt incurred to finance purchase of the home or any refinancing of such debt.
 - c. 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.
 - d. The family shall supply the BangorHousing with any required information requested by BangorHousing. 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.
- e. The family must notify BangorHousing before the family moves out of the home.
 - f. The family must notify the BangorHousing if the family defaults on a mortgage securing any debt incurred to purchase the home.
 - g. During the time the family receives homeownership assistance under this program, no family member may have any ownership interest in any other residential property.
 - h. 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.
 - i. The family must secure the written permission of the BangorHousing before it refinances any debt secured by the home or places any additional secured debt on the property.
 - j. The family must assure the BangorHousing that all real estate taxes were paid on a timely basis. If they are not paid, assistance shall be terminated.

31.11 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.

31.12 Amount and Distribution of Homeownership Assistance

1. While the family is residing in the home, the BangorHousing 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 BangorHousing 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.

BangorHousing 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 BangorHousing'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 BangorHousing 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. BangorHousing allowance for maintenance expenses;
 - e. BangorHousing allowance for costs of major repairs and replacements;
 - f. BangorHousing 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 BangorHousing 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. BangorHousing 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, BangorHousing retains the discretion to grant relief from this requirement in those cases where automatic termination would result in extreme hardship for the family.

31.13 Homeownership Portability

1. A family may qualify to move outside the initial BangorHousing's jurisdiction with continued homeownership assistance under the housing choice voucher program. Families determined eligible for homeownership assistance by the BangorHousing may purchase a unit outside our jurisdiction, if:
 - a. They meet our normal requirements for portability under the rental program;

- b. The receiving BangorHousing is administering a housing choice voucher homeownership program and the family meets the receiving BangorHousing's eligibility requirements; and
 - c. The receiving PHA is accepting new homeownership families.
2. Conversely, if BangorHousing 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 BangorHousing.
5. Continued assistance under portability procedures is the next Section of this Admin Plan.

31.14 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 BangorHousing 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 BangorHousing 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. BangorHousing may deny permission to move with continued assistance in the following circumstances:
4. BangorHousing may deny permission to move with continued rental or homeownership assistance if BangorHousing determines that it does not have sufficient funding to provide continued assistance.
5. At any time, BangorHousing may deny permission to move with continued rental or homeownership assistance in accordance with the next Section.

31.15 Denial or Termination of Assistance for Families

1. At any time, the BangorHousing may deny or terminate homeownership assistance in accordance with the same rules as 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. BangorHousing may deny or terminate assistance for violation of participant obligations as previously described for the rental program.
4. BangorHousing 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 BangorHousing, 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, BangorHousing 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.

32.0 CONDUCTING BUSINESS IN ACCORDANCE WITH CORE VALUES AND ETHICAL STANDARDS

32.1 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 BangorHousing, 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.

32.2 Conflict of Interest

No employee, officer, member of the BangorHousing Board of Commissioners, or agent of BangorHousing 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 BangorHousing;
2. Immediate family member of any employee, officer, Board Member, or agent of BangorHousing (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 BangorHousing;
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 BangorHousing over which the employee or Board Member has exercised responsibility, control, or decisions during their tenure with BangorHousing, 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 BangorHousing, 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.

32.3 Prohibition of Solicitation or Acceptance of Gifts

No officer, employee, Board Member, or agent of BangorHousing 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 BangorHousing 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 BangorHousing shall not knowingly use confidential information for actual or anticipated personal gain.

32.4 BangorHousing Administrative and Disciplinary Remedies for Violation of BangorHousing Code of Conduct

Violations of this Code of Conduct Policy will result in disciplinary action as outlined in the BangorHousing's Employee Handbook or as determined by action of the Board of Commissioners.

33.0 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. BangorHousing 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 BangorHousing 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 BangorHousing 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 BangorHousing will seek a waiver of the 180-calendar day limit from HUD.

34.0 ANTI-FRAUD POLICY

BangorHousing 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 BangorHousing. 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. BangorHousing shall aggressively attempt to prevent all cases of fraud.

When a fraudulent action is discovered, BangorHousing 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 BangorHousing deems appropriate.

35.0 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.

HUD-VASH vouchers are administered in accordance with this Admin Plan and HUD-VASH Operating Requirements, updated effective September 27, 2021, 86 FR 53207, as they may be amended from time-to-time.

35.1 Family Eligibility

VASH case managers refer HUD-VASH eligible homeless veterans to BangorHousing. VA HUD-VASH case managers screen all families in accordance with VA screening criteria. Most regular HCV Program screening criteria do not apply. BangorHousing 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: BangorHousing 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.

35.2 Income Eligibility

BangorHousing 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.

35.3 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.

35.4 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.

35.5 Ineligible Housing

HUD–VASH families will be permitted to live on the grounds of a VA facility in units developed to house homeless veterans.

35.6 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 BangorHousing under portability rules under the HCV program unless that housing authority allows BangorHousing 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 BangorHousing, as a portability move-in.

35.4 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, BangorHousing 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, BangorHousing 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 BangorHousing, but could not be considered at the time of admission due to the HUD-VASH Operating Requirements. BangorHousing can terminate the family's assistance only for program violations that occur after the family's admission to the voucher program.

4. Initial Inspections

To expedite the leasing process, BangorHousing 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 an applicable housing quality 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.

36.0 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 BangorHousing'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.

36.1 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 BangorHousing. There is no guarantee to the owner than any housing choice voucher assistance will be utilized at the property for any period of time. BangorHousing 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. BangorHousing Screening of Families

BangorHousing will utilize its normal screening procedures as part of the eligibility requirements.

BangorHousing will provide any family denied assistance with an opportunity for an informal review. The decision to deny assistance rests with BangorHousing,

6. Use of Owner Certifications for Determining Tenant Income

In order to reduce processing time, the BangorHousing 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. BangorHousing determines that the owner certifications are acceptable after reviewing a small sample for accuracy.

If BangorHousing chooses to use the owner's income certification, BangorHousing will complete the subsequent family reexamination within one year of the date of the owner certification, not the date BangorHousing accepted the owner certification in lieu of conducting its own determination.

7. BangorHousing Subsidy Standards

BangorHousing 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.

BangorHousing 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 BangorHousing 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, BangorHousing 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.

BangorHousing will not approve a lease until BangorHousing 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 BangorHousing 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 BangorHousing 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

BangorHousing 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 BangorHousing make housing assistance payments for any period of time prior to the date that BangorHousing 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 BangorHousing 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 BangorHousing approves a family to lease a dwelling unit with voucher assistance, BangorHousing 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, BangorHousing 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. BangorHousing 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, BangorHousing 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. BangorHousing will first use the allocation to assist the families targeted for assistance. BangorHousing 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, BangorHousing 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 BangorHousing Targeting Requirement

Families admitted to BangorHousing'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 BangorHousing complied with the income targeting requirement.

36.2 *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 BangorHousing 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 BangorHousing 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 BangorHousing 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 BangorHousing will maintain a record of eligibility determination for that family. The BangorHousing 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 BangorHousing. Should the BangorHousing then determine that the change in income would result in a housing assistance payment, the BangorHousing 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 BangorHousing 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 BangorHousing 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 BangorHousing 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 BangorHousing 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. BangorHousing will determine whether the proposed rent for the family's unit is reasonable.

BangorHousing makes this determination by comparing the unit to other comparable unassisted units based on the current condition of the unit. If

BangorHousing 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 BangorHousing 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. BangorHousing 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

BangorHousing 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, BangorHousing 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, BangorHousing 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 unit¹¹ until an appropriate size unit in the project becomes available for occupancy by the family.

The owner must immediately inform BangorHousing 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 BangorHousing) to continue to receive enhanced voucher assistance. The family and owner will enter into a new lease and BangorHousing will execute a new

¹¹ This is assuming the unit remains under the voucher HAP contract and all program requirements (such as rent reasonableness) continue to be met.

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 BangorHousing 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 BangorHousing 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 BangorHousing 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. BangorHousing is required to assist the family in locating other standard housing in BangorHousing jurisdiction. The family and BangorHousing will try to find an acceptable unit as soon as possible. If the family rejects, without good cause, the offer of a unit that BangorHousing judges to be acceptable, BangorHousing 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 BangorHousing'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 BangorHousing'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 BangorHousing 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 BangorHousing 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 BangorHousing'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 BangorHousing'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 BangorHousing will utilize the new gross rent to calculate the voucher HAP payment for the family.

The BangorHousing 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 BangorHousing 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 BangorHousing 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 BangorHousing 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 BangorHousing will increase the enhanced payment standard to equal the new gross rent (rent to owner and the applicable BangorHousing utility allowance for any tenant-supplied utilities) for the unit provided the BangorHousing determines the rent is reasonable. The additional cost of the subsidy will be covered through the regular renewal process for the BangorHousing's voucher program.

If a change in the BangorHousing's utility allowance (either an increase or decrease) affects the gross rent for a family assisted with an enhanced voucher, the BangorHousing will adjust the enhanced payment standard accordingly. The enhanced payment standard may never exceed the gross rent for the assisted family's unit.

36.3 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 BangorHousing 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 BangorHousing. BangorHousing 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 BangorHousing 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 BangorHousing 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 BangorHousing 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 BangorHousing 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 BangorHousing 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 BangorHousing will maintain a record of eligibility determination for that family. The BangorHousing 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 BangorHousing. Should the BangorHousing then determine that the change in income would result in a housing assistance payment, the BangorHousing 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 BangorHousing 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 BangorHousing 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 BangorHousing 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. BangorHousing will determine whether the proposed rent for the family's unit is reasonable.

BangorHousing makes this determination by comparing the unit to other comparable unassisted units based on the current condition of the unit. If the BangorHousing 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 BangorHousing 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 BangorHousing 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

BangorHousing 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 BangorHousing 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 BangorHousing 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 BangorHousing) despite making a good faith effort, BangorHousing 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. BangorHousing 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, BangorHousing 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 BangorHousing 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. BangorHousing is required to assist the family in locating other standard housing in BangorHousing jurisdiction. The family and BangorHousing will try to find an acceptable unit as soon as possible. If the family rejects, without good cause, the offer of a unit that BangorHousing judges to be acceptable, BangorHousing 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 BangorHousing'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 BangorHousing'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, BangorHousing 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 BangorHousing 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 BangorHousing'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 BangorHousing'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 BangorHousing will utilize the new gross rent to calculate the voucher HAP payment for the family.

The BangorHousing 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 BangorHousing 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 BangorHousing 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 BangorHousing 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, BangorHousing will increase the enhanced payment standard to equal the new gross rent (rent to owner and the applicable BangorHousing utility allowance for any tenant-supplied utilities) for the unit provided BangorHousing determines the rent is reasonable. The additional cost of the subsidy will be covered through the regular renewal process for BangorHousing's voucher program.

If a change in BangorHousing's utility allowance (either an increase or decrease) affects the gross rent for a family assisted with an enhanced voucher, BangorHousing will adjust the enhanced payment standard accordingly. The enhanced payment standard may never exceed the gross rent for the assisted family's unit.

36.4 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 BangorHousing in the above circumstances because families must move to receive housing choice voucher assistance.

BangorHousing will not approve an assisted tenancy at a property if HUD has informed BangorHousing that the owner is, suspended, or subject to a limited denial of participation.

Furthermore, the BangorHousing 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 BangorHousing 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.)

36.5 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.

37.0 COST SAVINGS POSSIBILITIES

As Congress and HUD change the way they fund the program, more and more challenges face public housing authorities.

Therefore, BangorHousing 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, BangorHousing will consult with the HUD Field Office for support and potential guidance. They are not listed in any particular order.

If BangorHousing requests more than one cost-savings waiver from HUD, BangorHousing will demonstrate how both/all waivers are necessary to avoid a shortfall that would result in the termination of families from the BangorHousing 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 BangorHousing'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 BangorHousing.**

There shall be one basic principle that will guide the BangorHousing in implementing any or all of these options – what must the BangorHousing 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 BangorHousing 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 BangorHousing 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, BangorHousing 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, BangorHousing 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 BangorHousing, 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 BangorHousing's current payment and occupancy standards.)

Even if an owner's rent is reasonable, BangorHousing 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 BangorHousing 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 BangorHousing 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 BangorHousing 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 BangorHousing 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.) BangorHousing will attempt to get receiving PHAs to absorb whenever possible.

If the BangorHousing 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 BangorHousing 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, BangorHousing may deny portability moves to a higher cost area for its Housing Choice Voucher participants and/or shoppers if the BangorHousing has insufficient funds to pay the higher subsidy amounts and the receiving BangorHousing 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 BangorHousing has determined that the receiving BangorHousing 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 BangorHousing 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 BangorHousing 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.

BangorHousing 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 BangorHousing 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 BangorHousing 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 BangorHousing may deny the right of a participant to move within the jurisdiction of the BangorHousing 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 BangorHousing 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 BangorHousing may be forced to not reissue vouchers surrendered by current participants immediately upon their return to BangorHousing. 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 BangorHousing.
10. The subsidy standards set forth in Section 13.0 may be reexamined. The BangorHousing 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 BangorHousing 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 BangorHousing 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, BangorHousing 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 BangorHousing 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 BangorHousing'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 BangorHousing. 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 BangorHousing 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 BangorHousing 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 BangorHousing 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 BangorHousing 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 BangorHousing'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 BangorHousing or fundamentally alter the nature of the BangorHousing's operations.

38.0 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, BangorHousing 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.

38.1 DHHS Responsibilities

Under its collaboration with BangorHousing, DHHS has agreed to:

1. Develop and implement a system for identifying eligible youth within the agency's caseload and review referrals from BangorHousing 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 BangorHousing that a youth meets eligibility conditions listed above

4. Collaborate with BangorHousing 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.

38.2 BangorHousing 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.

39.0 EMERGENCY HOUSING VOUCHERS

On May 10, 2021, BangorHousing was selected by HUD to receive Emergency Housing Vouchers and funding as authorized by the American Rescue Plan Act of 2021 (“ARP”). BangorHousing 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.

BangorHousing’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.

39.1 Eligible Uses of Service Fees

BangorHousing 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. BangorHousing 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.

39.2 Permissive Prohibitions

The Notice sets forth permissive prohibitions for applicants for EHV’s. In deciding whether to apply those permissive prohibitions for such applicants, BangorHousing 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, BangorHousing 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. BangorHousing will not deny admission on the prohibited grounds set forth in the Notice.

40.0 Implementation of Resident Choice-Mobility Rights in RAD PBV Developments

All existing residents of properties converted under the Rental Assistance Demonstration

(RAD) using Project-based Vouchers (PBVs) have a right to request a tenant-based Housing Choice Voucher (HCV). This document sets out BangorHousing's policies and procedures for implementing these Choice-Mobility rights.

40.1 *Statement of Resident Choice-Mobility Rights*

1. Residents of RAD properties may obtain a Housing Choice Voucher the later of one year from the effective date of the HAP contract or one year after the move-in date.
2. Residents retain the right to request a Housing Choice Voucher at any point after the first year of occupancy for as long as they live at the property.
3. If an eligible resident receives a Choice-Mobility voucher but does not succeed in leasing a rental unit on the open market, they retain the right to stay in their current unit so long as the resident has not yet provided notice to vacate to the owner.
4. Eligible residents of a RAD PBV property who request a Housing Choice Voucher have priority to receive a Housing Choice Voucher. After a RAD conversion, BangorHousing may implement a cap on the issuance of vouchers, in accordance with 40.3.5.

40.2 *Notice to residents*

1. BangorHousing will give plain language notice to all residents of Choice-Mobility rights and procedures at multiple points in time of the RAD conversion, including at closing/conversion of the RAD property, at the RAD lease signing, and four months prior to when they first become eligible for a voucher, as well as written and oral notice at any resident meetings. After the first year, notice will also be provided to all existing residents at least annually, including at recertification, and to new residents as part of their initial briefing.
2. BangorHousing will maintain a plain language webpage explaining Choice-Mobility, including prominent links to this policy, PDF of the plain language notice, and a Choice-Mobility voucher request form that can be either printed or filled out online.
3. BangorHousing will offer in-person meetings at least twice a year with RAD residents to explain the Choice- Mobility option, and to provide access to training opportunities set out in section 40.4.1 below.
4. All notices, request forms and web-based materials on Choice-Mobility (as well as any other communications with residents concerning Choice-Mobility) will be translated

and made available in other languages pursuant to HUD's LEP requirements and BangorHousing's language access plan (if one has been developed). This same information will also be effectively communicated to persons with disabilities.

40.3 *Processing Choice-Mobility Requests*

1. BangorHousing will provide a plain language Choice-Mobility request form to any resident who asks for one. BangorHousing will provide clear guidance to the resident regarding how to obtain a request form and the process for submitting it.
2. Any resident who satisfies the one-year waiting period is eligible to request a Housing Choice Voucher; no additional screening is required.
3. Once a request is received, BangorHousing will confirm whether the resident has lived in the property for the period required to be eligible. If the resident is eligible, they will either be issued a voucher if BangorHousing has one available or will be notified that they have been placed on a Choice-Mobility Priority List in the order that requests were received. BangorHousing will send the resident an acknowledgment of the receipt of the request and placement onto the list. BangorHousing will promptly issue the next available voucher for residents on the list.
4. When a resident reaches the top of the Choice-Mobility Priority List and the PHA has an available turnover voucher, BangorHousing will promptly schedule a meeting with them. At the meeting, BangorHousing staff will explain how the Housing Choice Voucher program works, schedule when the voucher will be issued, and go over the basic requirements of the HUD portability rule (explaining the benefits of living in a low poverty area, explaining the PHA's area of operation and the resident's portability rights, and providing access to apartment listings that include lower poverty neighborhoods, etc.), and BangorHousing will refer the resident to housing mobility counseling services, if available. BangorHousing will also explain the steps that residents must complete when making the transition from the PBV to the HCV program and will coordinate between departments to facilitate the transition.
5. After a RAD conversion, BangorHousing, if applicable and after notice and a public hearing, will determine whether and to what extent it will implement a turnover voucher inventory cap. Any cap so adopted by BangorHousing after the effective date of this Admin Plan will be incorporated herein by reference.

6. Choice-Mobility HCV families will have the same rights to extend their search times as any other HCV family, but if they fail to find a unit within the maximum allowable search time, they will retain all of their rights as a resident in the RAD property.
7. Residents who receive a voucher but fail to use it may request again, if they are still living in the RAD property.

40.4 Maximizing the potential of Choice-Mobility

1. Experience with housing mobility programs around the country has shown that advance preparation and training expands the ability of families with Housing Choice Vouchers to access units in high opportunity areas. To improve the success of families who may be interested in Choice-Mobility, BangorHousing will offer all interested residents in RAD properties access to training sessions on financial management/credit repair, basics of conducting a housing search and applying for private housing, and fair housing/landlord-resident rights.
2. Housing search time limits can greatly affect the ability of families to use a voucher, especially in harder-to-rent areas. To increase the chances of securing housing, BangorHousing will approve requests to expand search times.
3. Comprehensive housing mobility services have been shown to significantly expand access to lower poverty, high opportunity communities for families with Housing Choice Vouchers. Although BangorHousing does not currently have funding for comprehensive mobility services, we will apply for funding for such services as soon as funding becomes available from HUD. In the meantime, BangorHousing will provide the following assistance to RAD residents who request Choice-Mobility:
 - a. Provide all information required by HUD's portability rule to all HCV families.
 - b. On a weekly basis, scan rental listings for available units in low poverty neighborhoods in the housing market that are within the HCV payment standards, and disseminate listings to HCV families searching for units.

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 BangorHousing, 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 BangorHousing stops billing the initial BangorHousing 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 BangorHousing for the administration of the program.

Administrative Plan: The plan that describes BangorHousing 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 BangorHousing.

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 BangorHousing.

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 BangorHousing 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.

Earned income: Income or earnings from wages, tips, salaries, other employee compensation, and net income from self-employment. Earned income does not include any pension or annuity, transfer payments (meaning payments made or income received in which no goods or services are being paid for, such as welfare, social security, and governmental subsidies for certain benefits), or any cash or in-kind benefits.

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: as defined in this Admin Plan.

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 BangorHousing under BangorHousing'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 BangorHousing, 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, BangorHousing 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 BangorHousing 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 BangorHousing. 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 BangorHousing 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 BangorHousing, 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 BangorHousing 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 BangorHousing.

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 BangorHousing 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 BangorHousing'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 BangorHousing 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, BangorHousing 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 BangorHousing 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.

Real Property: as used herein has the same meaning as that provided under the law of the State in which the property is located.

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 BangorHousing 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 BangorHousing 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 BangorHousing 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 BangorHousing, from the time when the family submits a request for BangorHousing approval to lease a unit, until the time when BangorHousing 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, BangorHousing 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.

Unearned Income: annual income, as calculated under § 5.609, that is not earned income.

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 BangorHousing 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 BangorHousing to a family selected for admission to the Housing Choice Voucher Program. This document describes the program and the procedures for BangorHousing 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 BangorHousing 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	BangorHousing
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